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CITY AND COUNTY OF SAN FRANCISCO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

SELINA KEENE, MELODY FOUNTILA,
MARK MCCLURE,

Plaintiffs,

v.

THE CITY AND COUNTY OF SAN
FRANCISCO, et al.,

Defendants.

(Lead Case in Consolidated Action)

Lead Case No.: 4:22-cv-01587-JSW

Case No. 4:22-cv-07455-JSW (DebrunnerAction)

**DEFENDANT CITY & COUNTY OF SAN
FRANCISCO'S ANSWER TO THE
DEBRUNNER PLAINTIFFS' COMPLAINT**

Date Action Filed: November 23, 2022
Trial Date: Not Set

DENISE ANGELINA DEBRUNNER, et al.,

Plaintiffs,

v.

THE CITY AND COUNTY OF SAN
FRANCISCO, et al.,

Defendants.

CCSF ANSWER

Lead Case No.: 4:22-cv-01587-JSW

CASE NO. 4:22-cv-07455-JSW

97953609v.4

Defendant The City and County of San Francisco (“Defendant”),¹ by and through its attorneys, hereby submits its Answer to the Complaint and Affirmative and Additional Defenses as follows:

1. Defendant denies that Plaintiff Dr. Susan Ruth Downs is a current or former employee of the Defendant. Defendant admits that the remaining 134 Plaintiffs are comprised of current or former employees of Defendant. Defendant avers that the remaining allegations set forth in Paragraph 1 are conclusions of law, assertions of causes of action, or legal theories not requiring a response by Defendant, and, on that basis, Defendant denies each and every such allegation.

2. Defendant admits Plaintiffs consist of police officers, sheriff’s deputies, hospital workers, employees of the Public Utilities Commission, transit and parks/recreation workers, airport workers and IT support staff. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 of the Complaint and on that basis denies them.

3. Defendant denies that Plaintiff Dr. Susan Ruth Downs sought an accommodation from Defendant. Defendant admits each remaining Plaintiff sought an accommodation from Defendant based on either their religious beliefs or a medical condition (or both). Defendant avers that the remaining allegations set forth in Paragraph 3 are conclusions of law, assertions of causes of action, or legal theories not requiring a response by Defendant, and, on that basis, Defendant denies each and every such allegation.

4. Defendant denies that it did not comply with its obligations under Title VII, the ADA, or state law, or that it “responded by issuing blanket denials of requests for accommodation.” Defendant denies that it granted 11/125 medical requests. Defendant further denies that it only granted 8/943 religious accommodation requests. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 4 of the Complaint that “Marin County California had a 95.65% approval rate for requested accommodations,” and on that basis, denies this allegation.

¹ Plaintiffs voluntarily dismissed the Individual Defendants originally named in the Complaint on April 13, 2023. (Dkt. No. 40.)

1 Defendant denies that all employees working remotely were denied reasonable accommodations.

2 Defendant avers that the remaining allegations set forth in Paragraph 4 are conclusions of law, assertions
3 of causes of action, or legal theories not requiring a response by Defendant, and, on that basis,
4 Defendant denies each and every such allegation.

5 5. Defendant denies that it “valued 100% vaccination over its employees’ religious and
6 medical rights.” Defendant admits that certain of its officials concluded that COVID-19 was a direct
7 threat to public health and safety, but denies this was a “problem.” Defendant further admits that the
8 quoted text in Paragraph 5 appears in Exhibit 1, as referenced in footnote 1. Defendant denies the
9 remaining allegations in Paragraph 5 of the Complaint.

10 6. Defendant denies that it was “uninterested in the facts” and that it knew or should have
11 known that testing was purportedly the best and really the only way to ensure that an individual was not
12 infected and, therefore, incapable of transmitting the virus. Defendant admits that it implemented and
13 enforced a COVID-19 Vaccination Policy to protect public health and safety based on competent
14 medical information. Defendant is without knowledge or information sufficient to form a belief as to the
15 truth of the allegations in Paragraph 6 of the Complaint that the CDC “acknowledged... that the primary
16 use of COVID vaccines is to alleviate the symptoms of those who get the virus, that the vaccines do not
17 stop transmission of the virus (especially the Omicron variant), and that natural immunity from a prior
18 infection is both robust and durable (much more so than the outdated primary series of vaccines that
19 CCSF continues to force on employees),” and that “the CDC published statements and information as
20 early as March, July, and August 2021, noting that the vaccine did not stop transmission of the virus,”
21 and on that basis denies those allegations. Defendant avers that the remaining allegations set forth in
22 Paragraph 6 are conclusions of law, assertions of causes of action, or legal theories not requiring a
23 response by Defendant, and, on that basis, Defendant denies each and every such allegation.

24 7. Defendant denies the allegations in Paragraph 7.

25 8. Defendant denies the allegations in Paragraph 8.

26 9. Defendant denies the allegations in Paragraph 9.

1 10. Defendant avers that the allegations set forth in Paragraph 10 are conclusions of law,
2 assertions of causes of action, or legal theories not requiring a response by Defendant, and, on that basis,
3 Defendant denies each and every such allegation.

4 11. Defendant denies the allegations in Paragraph 11.

5 12. Defendant denies the allegations in Paragraph 12.

6 13. Defendant denies the allegations in Paragraph 13.

7 14. Defendant denies the allegation that “The lack of individualized process becomes
8 apparent when examining the false ‘process’ provided by the City.” Defendant admits that some
9 employees’ requests for an accommodation were denied on the same day they submitted their requests
10 for failure to prove a sincere religious belief that conflicted with Defendant’s Vaccination Policy, but
11 denies that accommodations were denied for not having proven a sincere religious belief. Defendant
12 avers that the remaining allegations set forth in Paragraph 14 are conclusions of law, assertions of causes
13 of action, or legal theories not requiring a response by Defendant, and, on that basis, Defendant denies
14 each and every such allegation.

15 15. Defendant denies the allegation that “And even when the City sat on a request for some
16 time before denying it, comparing the returned denial forms against what was actually submitted by
17 employees reveals a disconnect between what CCSF claimed and reality.” Defendant admits some
18 employees presented letters concerning their alleged religious beliefs with respect to abortion and drugs
19 that contain or were tested on fetal stem cell lines, that some of these letters were at least 20 pages long,
20 that some individuals submitted clergy letters, and that it told some individuals that they had provided
21 insufficient documentation to show a sincerely held religious belief that conflicted with Defendant’s
22 Vaccination Policy. Defendant is without knowledge or information sufficient to form a belief as to the
23 truth of the remaining allegations in Paragraph 15 of the Complaint and on that basis denies those
24 allegations.

25 16. Defendant denies the allegation that “the City somehow decided it was not (or that it was
26 allowed to claim that this was not) a sincere religious belief.” Defendant admits that it denied requests
27

1 for exemption from the COVID-19 Vaccination Policy for failing to prove a sincerely held religious
2 belief that conflicted with the Policy, but denies that the number of requests was “countless.” The
3 allegation that “This disconnect with reality was hardly accidental.” is vague and ambiguous, and on that
4 basis, Defendant denies it. Defendant avers that the remaining allegations set forth in Paragraph 16,
5 including those set forth in footnote 3, are legal conclusions, questions of law, assertions of causes of
6 action, or legal theories not requiring a response by Defendant, and, on that basis, Defendant denies each
7 and every such allegation.

8 17. Defendant admits that its guidance for processing exemption requests stated that Pfizer
9 and Moderna vaccines do not contain fetal cells. Defendant admits that Exhibit 2, referenced in footnote
10 4, appears to be a copy of Defendant’s “Tips for Processing Religious Accommodation-Vaccine
11 Exemption Requests.” Defendant denies the remaining allegations in Paragraph 17.

12 18. Defendant denies the allegation that “This entire enterprise by CCSF was illegitimate”
13 and that Defendant purportedly “wanted to make sure that anyone with even potential inconsistencies
14 had those count against them in the process.” The remaining allegations in this paragraph set forth legal
15 conclusions and questions of law to which no response is required, and on that basis, Defendant denies
16 them.

17 19. Defendant denies the allegations in Paragraph 19.

18 20. Defendant admits it provided a document entitled, “Tips for Processing Religious
19 Accommodation-Vaccine Exemption Requests” to departments analyzing Vaccination Policy exemption
20 requests. Footnote 6 sets forth legal conclusions and questions of law to which no response is required.
21 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
22 allegations in footnote 7 of the Complaint and on that basis denies those allegations. Defendant denies
23 the remaining allegations in Paragraph 20.

24 21. Defendant admits it provided a document entitled, “Tips for Processing Religious
25 Accommodation-Vaccine Exemption Requests” to departments analyzing Vaccination Policy exemption
26 requests. Defendant denies the remaining allegations in this paragraph.

22. Defendant denies the allegations in Paragraph 22.

23. Defendant denies the allegations in Paragraph 23.

24. Defendant denies the allegations in Paragraph 24.

25. Defendant denies the allegations in Paragraph 25.

26. Defendant admits it placed some Plaintiffs on unpaid leave for multiple months due to their refusal to comply with Defendant's COVID-19 Vaccination Policy. Defendant denies the remaining allegations in Paragraph 26.

27. Defendant admits that some employees from the San Francisco Police Department were initially granted exemptions from the Vaccination Policy. Defendant admits that the San Francisco Health Officer amended a public health order, and that that some employees from the San Francisco Police Department who were initially granted exemptions from the Vaccination Policy were thereafter notified that their exemption requests were undergoing a second review. Defendant admits that it revoked the exemptions granted to some employees from the San Francisco Police Department. Defendant denies remaining allegations in Paragraph 27 of the Complaint.

28. Defendant denies the allegations in Paragraph 28.

29. Defendant denies the allegations in Paragraph 29.

30. Defendant admits that some employees who requested accommodations were provided 60 days of unpaid leave to find a new position with Defendant. Defendant avers that the allegation that "Of all the employees placed on a 60-day job search, only two were temporarily accommodated before subsequently having those accommodations removed as well" is so vague and ambiguous that Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation, and on that basis, Defendant denies it. Defendant denies the remaining allegations in Paragraph 30.

31. Defendant denies the allegations in Paragraph 31.

32. Defendant avers that the allegation that "But discriminating against employees entitled to an exemption from the mandate was improper (and illegal) when the costs of accommodating them

1 safely was nothing more than a de minimus burden, at most” is a conclusion of law, assertion of causes
2 of action, or legal theory not requiring a response by Defendant, and, on that basis, Defendant denies it.
3 Defendant denies that accommodations for exempt employees, including some Plaintiffs here, can be
4 easily accomplished. Defendant is without knowledge or information sufficient to form a belief as to the
5 truth of the remaining allegations in Paragraph 32 of the Complaint and on that basis denies them.

6 33. Defendant avers that the allegation that “All this is unsurprising. Remember, CCSF—like
7 other municipalities—had sent its employees into the workplace for the previous year and a half, telling
8 them it was safe to work as long as the employees abided by mitigation measures such as masking,
9 social distancing when possible, and testing/quarantine when appropriate” is so vague and ambiguous
10 that Defendant is without knowledge or information sufficient to form a belief as to the truth of the
11 allegation, and on that basis, Defendant denies it. Defendant denies the remaining allegations in
12 Paragraph 33.

13 34. Defendant admits that it employed periodic testing and masking for employees exempt
14 from the Vaccination Policy at or around the time the Vaccination Policy was implemented. Defendant
15 denies that its leadership made a policy decision favoring vaccination for all over people’s religious
16 beliefs or medical need in or around August of 2021. Defendant denies that it made “a decision divorced
17 from scientific evidence.” Defendant is without knowledge or information sufficient to form a belief as
18 to the truth of the allegations that “Indeed, as discussed in more detail below, the CDC acknowledge as
19 early as March 2021 that vaccination did not stop transmission of the virus, and in July/August 2021
20 published additional statements and studies finding that the vaccines did not stop transmission” and on
21 that basis denies them. Defendant denies the remaining allegations in Paragraph 34.

22 35. Defendant avers that the allegation that “While no one doubts the seriousness of the
23 pandemic for a moment, safety concerns do not relieve San Francisco of its duties under both federal
24 and state law” is a conclusion of law, assertion of causes of action, or legal theory not requiring a
25 response by Defendant, and, on that basis, Defendant denies it. Defendant avers that the allegation that
26 “Therefore, widespread testing was likely the safest option at the time” is so vague and ambiguous that
27

1 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
2 allegation, and on that basis, Defendant denies it. Defendant is without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 35 of the Complaint
4 and on that basis denies them.

5 36. Defendant admits its COVID-19 Vaccination Policy does not allow “natural immunity”
6 to substitute for the vaccine requirement. Defendant is without knowledge or information sufficient to
7 form a belief as to the truth of the remaining allegations in Paragraph 36 of the Complaint, including
8 those set forth in footnote 8, and on that basis denies them.

9 37. Paragraph 37 is vague and ambiguous, and, sets forth legal conclusions and questions of
10 law to which no response is required, and on that basis, Defendant denies each and every allegation
11 therein.

12 38. Defendant denies the allegations in Paragraph 38.

13 39. Defendant avers that this paragraph contains allegations that are conclusions of law,
14 assertions of causes of action, or legal theories not requiring a response by Defendant, and, on that basis,
15 Defendant denies each and every allegation in Paragraph 39.

16 40. Defendant is without knowledge or information sufficient to form a belief as to the truth
17 of the allegation in Paragraph 40 of the Complaint that “The CDC itself recognized the impotency of
18 primary series vaccines and began suggesting boosters in the face of overwhelming evidence that the
19 original vaccines were not able to stop infection—especially not as well as natural immunity”, and on
20 that basis denies it. Defendant denies the remaining allegations in this paragraph.

21 41. Defendant is without knowledge or information sufficient to form a belief as to the truth
22 of the allegation in Paragraph 41 of the Complaint that “The CDC never told employers to terminate
23 unvaccinated employees because they were a greater threat and, tellingly, did not fire any of its own
24 unvaccinated employees”, and on that basis denies it. Defendant denies the remaining allegations in this
25 paragraph.

26 42. Defendant denies the allegations in Paragraph 42.

43. Defendant denies that there is a lack of support for its approach, and, that its approach is unscientific. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 43 of the Complaint, including the allegations in footnote 9, and on that basis denies them.

44. Defendant admits some Plaintiffs were terminated for failing to comply with Defendant's COVID-19 Vaccination Policy. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in this paragraph that the CDC advised that unvaccinated individuals are no more of a threat than vaccinated individuals and on that basis denies it. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in footnote 10 of the Complaint and on that basis denies. Defendant denies the remaining allegations in this paragraph.

45. Defendant denies the allegations in Paragraph 45.

46. Defendant denies that it engaged in religious or medical discrimination, that it subjected individuals to a purportedly illegal choice and that it coerced anyone "into violating their faith in some instances just to put food on the table." Defendant avers that the remaining allegations in this paragraph are conclusions of law, assertions of causes of action, or legal theories not requiring a response by Defendant, and, on that basis, Defendant denies the remaining allegations in this paragraph. To the extent a further response is required, Defendant denies the remaining allegations in this paragraph, if any.

47. Defendant admits that it obtained private confidential medical information from some Plaintiffs through its requests for additional supporting information for their accommodation requests. Defendant avers that the allegation that "The City had an obligation to take measures to prevent disclosure of such information to non-essential personnel and/or to the public," is a conclusion of law, assertion of causes of action, or legal theory not requiring a response by Defendant, and, on that basis, Defendant denies it. Defendant denies the remaining allegations in Paragraph 47.

JURISDICTION AND VENUE

48. Defendant admits that, based on the claims raised, jurisdiction is proper in this Court.

49. Defendant admits that, based on the claims raised, jurisdiction is proper in this Court.

50. Paragraph 50 sets forth legal conclusions and questions of law to which no response is required, and on that basis, Defendant denies each and every allegation therein.

51. Defendant admits that, based on the claims raised, venue is proper in this Court.

BACKGROUND FACTS

A. The COVID-19 Pandemic and Vaccine Treatments.

52. Defendant admits the allegations in Paragraph 52.

53. Defendant admits COVID-19 vaccines have been developed and authorized or licensed for use in the United States, and that the Food and Drug Administration (“FDA”) issued an Emergency Use Authorization (“EUA”) for some of these vaccines. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 53 of the Complaint and on that basis denies them.

54. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54 of the Complaint and on that basis denies them.

55. Defendant denies COVID-19 vaccines were forced on any of its employees. Defendant admits booster shots for the Omicron variant were introduced. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 55 of the Complaint, including the allegations in footnotes 11, 12, 13, and 14, and on that basis denies them.

56. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 of the Complaint, including the allegations in footnotes 15 and 16, and on that basis denies them.

57. Defendant denies that all CCSF employees not terminated or forced to resign because of the City’s mandate were vaccinated with either the Pfizer, Moderna, or Janssen vaccine. Defendant is

1 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
2 in Paragraph 57 of the Complaint and on that basis denies them.

3 58. Defendant denies that San Francisco has not required booster shots.. Defendant denies the
4 allegation that “It appears that San Francisco only follows CDC guidance when it can be used to purge
5 large groups of certain disfavored employees. CCSF conveniently decided to stop “following the
6 science” after it had rid itself of those disfavored employees.” Defendant is without knowledge or
7 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 58 of the
8 Complaint and on that basis denies them.

9 59. Defendant is without knowledge or information sufficient to form a belief as to the truth
10 of the allegations in Paragraph 59 of the Complaint and on that basis denies them.

11 60. Defendant is without knowledge or information sufficient to form a belief as to the truth
12 of the allegations in Paragraph 60 of the Complaint, including the allegations in footnote 17, and on that
13 basis denies them.

14 **B. San Francisco’s Vaccine Mandate and Sham Accommodation Process.**

15 61. Defendant admits that it issued a series of health orders throughout the Summer and Fall
16 of 2021. Defendant further admits it encouraged vaccination against COVID-19 for its residents to
17 protect the community from COVID-19 and to increase vaccination rates to reduce transmission of
18 COVID-19. Defendant denies the remaining allegations in this paragraph.

19 62. Defendant admits that it tasked each of the departments within the City with addressing
20 requests for exemptions from their employees. Defendant denies the remaining allegations in this
21 paragraph.

22 63. Defendant denies the allegations in Paragraph 63.

23 64. Defendant admits that accommodations were denied based, in part, under the undue
24 hardship analysis and for reasons related to public safety and health. Defendant denies the remaining
25 allegations in this paragraph.

26 **1. The Initial Reasonable Accommodation Determination Form.**

65. Defendant admits it used a form titled, “Determination on COVID-19 Vaccination Exemption Request” as part of its interactive process relating to requests for accommodations from the COVID-19 Vaccination Policy. Defendant admits Exhibit 2, referenced in footnote 18, appears to be a copy of Defendant’s Determination on COVID-19 Vaccination Exemption Request. Defendant denies the remaining allegations in this paragraph.

66. Defendant admits multiple reasons for a denial of a vaccination exemption request, including (1) documentation insufficient to show a conflict with vaccination requirement and a religious belief, practice or observance; (2) accommodation would pose a direct threat to the health and safety of others and/or the employee; (3) accommodation would require the removal of essential functions of the employee’s job, are listed on the “Determination on COVID-19 Vaccination Exemption Request” form. Defendant denies the remaining allegations in this paragraph.

67. Defendant denies the allegations in Paragraph 67.

68. Defendant denies the allegations in Paragraph 68.

69. Defendant admits that it initially granted accommodations from the Vaccination Policy to some employees who applied in August 2021. Defendant admits that it operated in good faith at all times. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 69 of the Complaint and on that basis denies them.

2. Additional Steps Taken to Ensure Denials.

70. Defendant denies the allegations in Paragraph 70.

71. The allegations in Paragraph 71 are vague and ambiguous, and Defendant is without knowledge or information sufficient to form a belief as to their truth. On that basis Defendant denies the allegations in this paragraph.

72. Defendant admits that it sent a memorandum to all departments containing “Tips”; a PowerPoint presentation; a revised evaluation form; and a series of follow-up questions. Defendant denies the remaining allegations in this paragraph.

a. The “Tips” Sheet Used to Deny All Accommodation Requests.

73. Defendant admits it provided a document entitled, “Tips for Processing Religious Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption requests. Defendant admits Exhibit 3, referenced in footnote 19, appears to be a copy of Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant denies the remaining allegations in this paragraph.

74. Defendant admits it provided a document entitled, “Tips for Processing Religious Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption requests after some accommodation requests had been granted. Defendant denies the remaining allegations in this paragraph.

75. Defendant admits it provided a document entitled, “Tips for Processing Religious Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption requests. Defendant admits Exhibit 3, referenced in footnote 20, appears to be a copy of Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant admits this document contains the phrase, “the department’s assigned labor attorney.” Defendant denies the remaining allegations in Paragraph 75.

76. Defendant admits it provided a document entitled, “Tips for Processing Religious Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption requests. Defendant admits Exhibit 3, referenced in footnote 20, appears to be a copy of Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant admits this documents refers to “prior vaccinations.” Defendant denies the remaining allegations in Paragraph 76.

77. Defendant admits it provided a document entitled, “Tips for Processing Religious Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption requests. Defendant admits Exhibit 3, referenced in footnote 21, appears to be a copy of Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant admits this document refers to the term “religious.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation that a number of organized religions that have major tenets

1 of faith that could be seen to conflict with the COVID-19 vaccines and on that basis denies it. Defendant
2 denies the remaining allegations in Paragraph 77.

3 78. Defendant admits it provided a document entitled, “Tips for Processing Religious
4 Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption
5 requests. Defendant admits Exhibit 3, referenced in footnotes 23 and 24, appears to be a copy of
6 Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant
7 admits that this document states, in part, “[w]ith respect to the COVID-19 vaccine specifically, a
8 statement that the employee is refusing the vaccine due to concerns about the use of stem or fetal cells
9 may not be a qualifying religious belief because neither the Pfizer nor Moderna vaccines contain fetal
10 cells” and that “concerns about the use of fetal cell lines in researching the COVID-19 vaccines may not
11 qualify since those same cell lines were used to develop many other vaccines If the employee has
12 previously received other vaccines without concern, the claimed belief may not be religious, and you
13 may need to inquire further about the basis for the employee’s objection to vaccination.” Defendant
14 denies the remaining allegations in Paragraph 78.

15 79. Defendant admits it provided a document entitled, “Tips for Processing Religious
16 Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption
17 requests. Defendant admits Exhibit 3, referenced in footnotes 25 and 26, appears to be a copy of
18 Defendant’s “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant
19 admits the document provides possible inquiries to evaluate an employee’s request, including asking an
20 employee to identify a specific religious tenet and whether the employee regularly worships, and, that
21 the document references that the Vatican has endorsed COVID-19 vaccines. Defendant denies the
22 remaining allegations in Paragraph 79.

23 80. Defendant admits it provided a document entitled, “Tips for Processing Religious
24 Accommodation-Vaccine Exemption Requests” to departments analyzing vaccination exemption
25 requests. Defendant admits Exhibit 3, referenced in footnote 27, appears to be a copy of Defendant’s
26 “Tips for Processing Religious Accommodation-Vaccine Exemption Requests.” Defendant admits the
27

document contains a section on “Determining Whether an Accommodation Can Be Offered” and references undue hardship and direct threat. Defendant admits it the document instructs the departments to consider whether the employee’s job requires them to come into contact with others. Defendant denies the remaining allegations in Paragraph 80.

81. Defendant denies the allegations in Paragraph 81.

b. PowerPoint Training on Denying Reasonable Accommodations.

82. Defendant admits that Exhibit 1, referenced in footnote 28, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination. Defendant denies the remaining allegations in Paragraph 82.

83. Defendant admits its HR Department hosted a Teams Meeting on September 1, 2021. Defendant admits Carol Isen is the City’s Human Resources Director. Defendant denies the remaining allegations in Paragraph 83.

84. Defendant admits Exhibit 1, referenced in footnote 29, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains a statement that the Medical Board of California informed all licensed professionals that inappropriate medical exemptions may subject physicians to discipline. Defendant denies the remaining allegations in Paragraph 84.

85. Defendant admits that Exhibit 1, referenced in footnote 30, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains the statement, “EEOC has determined that COVID-19 poses a direct threat to the health and safety of an individual and the public.” Defendant denies the remaining allegations in Paragraph 85.

86. Defendant admits that Exhibit 1, referenced in footnote 31, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains the statement, “[i]f employee cannot be vaccinated, wear a mask, or be tested then there is nothing that can be done to minimize the threat to the health and safety of the employee and the public.” Defendant denies the remaining allegations in Paragraph 86.

87. Defendant admits that Exhibit 1, referenced in footnote 32, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and poses two questions regarding religious exemptions, “Is it religious?” and “Is it a sincerely held belief?” Defendant denies the remaining allegations in Paragraph 87.

88. Defendant admits Exhibit 1, referenced in footnote 33, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and cites to a legal authority that contains the quote, “the very concept of ordered liberty precludes allowing every person to make his own standards on matters of conduct in which society as a whole has important interests.” Defendant denies the remaining allegations in Paragraph 88.

89. Defendant admits Exhibit 1, referenced in footnote 34, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains the statements, “[g]et specific belief, tenet or observance that conflicts with the vaccine equipment” and “[l]ook for factual inaccuracies in the beliefs.” Defendant denies the remaining allegations in Paragraph 89.

90. Defendant admits that Exhibit 1, referenced in footnote 35, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains the statement, “COVID-19 is a DIRECT THREAT.” Defendant denies the remaining allegations in Paragraph 90.

91. Defendant admits that Exhibit 1, referenced in footnote 36, appears to be a Power Point Presentation titled, Medical & Religious Exemptions to COVID-19 Vaccination and contains the statement, “[e]mployers are not required to accommodate employees with conditions that pose a direct threat to their own health and safety or that of others in the workplace.” Defendant denies the remaining allegations in Paragraph 91.

92. Defendant denies the allegations in Paragraph 92.

c. Revised Request Determination Form.

93. Defendant denies the allegations in Paragraph 93.

94. Defendant admits the Determination on COVID-19 Vaccination Exemption Request Form contains separate reasons for a denial for an employee seek a vaccination exemption based on a sincerely held religious belief, including 1) documentation insufficient to show a conflict with vaccination requirement and a religious belief, practice or observance; 2) accommodation would pose a direct threat to the health and safety of other and/or yourself; 3) accommodation would prevent employee from performing essential function(s); and 4) accommodation would result in Undue Hardship for the City. Defendant denies the remaining allegations in Paragraph 94.

95. Defendant denies the allegations in Paragraph 95.

d. Additional Follow-Up Questions.

96. Defendant admits it provided new forms, training and questions that the departments could ask of employees applying for a religious exemption. Defendant denies that it sent questions to “Police Officers who had previously received accommodations in an attempt to help justify taking those exemptions away.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in footnotes 37 and 38 of the Complaint and on that basis denies them. Defendant denies the remaining allegations, if any, in Paragraph 96.

97. Defendant denies the allegation that “Like the inquiries first set out in the “Tips” document, the follow-up questions were a fishing expedition calculated to gain information that the City could use against the employee.” Defendant admits that one of its potential follow-up questions was, “Have you used any of the following over-the-counter medications as an adult: Tylenol, Advil, Aspirin, Sudafed, Tums, Maalox, or Pepto-Bismol?” Defendant denies the remaining allegations in Paragraph 97.

98. Defendant denies the allegations in Paragraph 98.

99. Defendant admits it asked some employees if they were part of a “community or group of believers” supporting their request or if they had a “spiritual/religious leader, scholar, or other knowledgeable person” supporting their request.

100. Defendant denies the allegations in Paragraph 100.

3. The Results of San Francisco’s Purposeful Strategy Against Exemptions.

101. Defendant denies the allegations in Paragraph 101.

102. Defendant admits that some religious requests were denied and that some medical requests were granted. The remaining allegations in this paragraph are vague and ambiguous, and Defendant is without knowledge or information sufficient to form a belief as to the truth of its allegations. On that basis, Defendant denies the remaining allegations in Paragraph 102.

103. Defendant denies the allegations in Paragraph 103.

104. Defendant denies the allegation that “[t]he reason appears to be that other leadership in the City found out that the Police Department was granting exemptions when their departments were following CCSF policy and were not granting exemptions.” Defendant admits that some employees of SFFD complained to former Chief Jose Velo about the accommodation and exemption process, and that Chief Velo spoke with someone at the Police Department about the administration of the SFPD’s accommodation and exemption process. Defendant denies that there was any coordination between Chief Velo and the SFPD regarding its accommodation and exemption process and further denies there was any effort by Chief Velo to “prevent accommodations from being issued.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 104 of the Complaint and on that basis denies them.

105. Defendant denies that SFPD pretended to engage in a continuing interactive process. Defendant admits that it began secondary reviews. Defendant admits officers were informed it had begun a “secondary review” of exemption requests. Defendant denies officers’ previously recognized beliefs were categorically dismissed by HR workers. Defendant denies that allegation that “CCSF was not interested in actual evaluations, just uniform denials.” Defendant denies all of the boxes would be checked for each request denial with no thought given to the substance. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 105 of the Complaint and on that basis denies them.

106. Defendant denies other departments experienced the same thing. Defendant denies that it was not interested in a good faith process and that it processed “rubber-stamp denials.” Defendant

1 admits that almost half of Plaintiffs had every box checked. Defendant admits some of the Plaintiffs
2 worked remotely or alone. Defendant is without knowledge or information sufficient to form a belief as
3 to the truth of the remaining allegations in Paragraph 106 of the Complaint and on that basis denies
4 them.

5 **C. Reasonable Accommodation Options Unjustifiably Ignored by CCSF.**

6 107. Defendant denies the allegations in Paragraph 107.

7 108. Defendant denies that denial of an exemption request is an adverse employment action.
8 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
9 remaining allegations in Paragraph 108 of the Complaint, including footnotes 39 and 40, and on that
10 basis denies them.

11 109. Defendant denies the allegation that “Before instituting the Policy, San Francisco knew
12 or should have known that the vaccines were largely ineffective at controlling the spread of COVID-19.”
13 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations in Paragraph 109 of the Complaint, including footnotes 41 and 42, and on that
15 basis denies them.

16 110. Defendant admits that it did not recognize natural immunity as satisfying its Vaccination
17 Policy. Defendant denies that enforcement of its Vaccination Policy was irrational and that it held
18 “ulterior motives such as virtue signaling or rank religious discrimination.” Defendant is without
19 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
20 Paragraph 110 of the Complaint, including footnotes 43 and 44, and on that basis denies them.

21 111. Defendant is without knowledge or information sufficient to form a belief as to the truth
22 of the allegations in Paragraph 111 of the Complaint and on that basis denies them.

23 112. Defendant denies the allegations in Paragraph 112.

24 113. Defendant is without knowledge or information sufficient to form a belief as to the truth
25 of the allegations in Paragraph 113 of the Complaint, including footnotes 45, 46, and 47, and on that
26 basis denies them.

114. Defendant denies the allegation in Paragraph 114.

115. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 115 of the Complaint, including footnote 48, and on that basis denies them.

116. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 116 of the Complaint, including footnote 49, and on that basis denies them.

117. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117 of the Complaint, including footnote 50, and on that basis denies them.

118. Defendant denies the allegation that its “continued pursuit of its compulsory vaccination policy for a vaccine that was already demonstrating dramatic inefficacy, shows that the enforcement of its policy was pretext to remove certain disfavored religious and disabled employees.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 118 of the Complaint and on that basis denies them.

119. Defendant admits no Plaintiff had been terminated by or before November 26, 2021 or December 25, 2021. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 119 of the Complaint, including footnote 51, and on that basis denies them.

120. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 120 of the Complaint, including footnote 52, and on that basis denies them.

121. Defendant denies the allegations in Paragraph 121.

122. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 122 of the Complaint, including footnote 54, and on that basis denies them.

1 123. Defendant is without knowledge or information sufficient to form a belief as to the truth
2 of the allegations in Paragraph 123 of the Complaint, including footnotes 55, 56, 57, and 58, and on that
3 basis denies them.

4 124. Defendant admits that it “followed the science,” based in part on CDC guidance.
5 Defendant admits its COVID-19 Vaccination Policy does not require employees to get a booster
6 vaccine. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations in Paragraph 124 of the Complaint and on that basis denies them.

8 125. Defendant admits its COVID-19 Vaccination Policy only required employees working in
9 high risk settings (as defined by Order of the San Francisco Health Officer) to get a booster vaccine.
10 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
11 remaining allegations in Paragraph 125 of the Complaint and on that basis denies them.

12 126. Defendant denies the allegation that “it is clear the City only selectively follows CDC
13 guidance when doing so furthers its discriminatory policies.” Defendant is without knowledge or
14 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 126 of the
15 Complaint and on that basis denies them.

16 127. Defendant denies the allegations in Paragraph 127.

17 128. Defendant denies the allegations that “Alternatively, periodic COVID-19 testing would
18 also have been a costless accommodation. It also would have been the safest.” Defendant avers that the
19 allegation that “This fact was also well-known at the time CCSF failed to accommodate Plaintiffs and
20 should have been considered as a reasonable accommodation to the vaccine mandate.” is a conclusion of
21 law, assertion of causes of action, or legal theory not requiring a response by Defendant, and, on that
22 basis, Defendant denies it. Defendant is without knowledge or information sufficient to form a belief as
23 to the truth of the remaining allegations in Paragraph 128 of the Complaint, including footnote 60, and
24 on that basis denies them.

25 129. Defendant avers that the allegation that “Having exempt employees wear masks was
26 another possible reasonable accommodation” is a conclusion of law, assertion of causes of action, or
27

1 legal theory not requiring a response by Defendant, and, on that basis, Defendant denies it. Defendant is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations in
3 Paragraph 129 of the Complaint, including footnote 61, that “This was done by vaccine manufacturer
4 Janssen (J&J) for its religiously exempt employees who were traveling to doctors’ offices on a daily
5 basis, coming into contact with patients and office staff alike.” and on that basis denies them. Defendant
6 denies the remaining allegations in Paragraph 129.

7 130. Defendant is without knowledge or information sufficient to form a belief as to the truth
8 of the allegations in Paragraph 130 of the Complaint and on that basis denies them.

9 131. Defendant denies the allegations in Paragraph 131.

10 **D. Federal and State law prohibiting religious/disability discrimination and retaliation.**

11 132. Paragraph 132 sets forth legal conclusions and questions of law to which no response is
12 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

13 133. Paragraph 133 sets forth legal conclusions and questions of law to which no response is
14 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

15 134. Paragraph 134 sets forth legal conclusions and questions of law to which no response is
16 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

17 135. Paragraph 135 sets forth legal conclusions and questions of law to which no response is
18 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

19 136. Paragraph 136 sets forth legal conclusions and questions of law to which no response is
20 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

21 137. Paragraph 137 sets forth legal conclusions and questions of law to which no response is
22 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

23 138. Paragraph 138 sets forth legal conclusions and questions of law to which no response is
24 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

25 139. Paragraph 139 sets forth legal conclusions and questions of law to which no response is
26 required. To the extent a response is required, Defendant denies all allegations in this paragraph.

140. Paragraph 140 sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies all allegations in this paragraph.

141. Paragraph 141 sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies all allegations in this paragraph.

142. Paragraph 142 sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies all allegations in this paragraph.

PARTIES

Plaintiffs

143. Defendant denies the allegations in Paragraph 143.

144. Defendant denies that 127 of the 135 Plaintiffs made only religious requests for exemption from the vaccine mandate; 6 made both religious and medical requests; and 2 made medical requests only. Defendant admits the allegation that “Plaintiffs making religious exemption requests are sometimes referred to herein as ‘religious Plaintiffs’ and Plaintiffs making medical/disability exemption requests are sometimes referred to herein as ‘medical Plaintiffs.’”

145. Defendant denies the allegations in Paragraph 145.

146. Defendant denies the allegation that “The discriminatory policy enforced by the City was imposed on all unvaccinated workers, no matter their department.” Defendant admits that the Complaint breaks down Plaintiffs by the departments in which they worked. Defendant denies Plaintiffs are broken down here by seniority in the departments in which they worked. Defendant denies all remaining allegations in this paragraph, if any.

San Francisco Police Department (43 Plaintiffs)

147. Defendant admits Plaintiff Denise Angelina Debrunner worked for CCSF for over 27 years, most recently as an IS Programmer Analyst-Senior at the San Francisco Police Department. Defendant admits Ms. Debrunner submitted an exemption request on October 13, 2021, seeking an accommodation from the Vaccination Policy on the basis of her alleged religious beliefs that was denied around October 28, 2021. Defendant admits the City checked the following four boxes on its exemption

determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with other police department employees, CCSF’s treatment of Ms. Debrunner underscores the pretext of the City’s religious accommodation denials.” Defendant denies it “blindly checked every box.” Defendant admits her attorney sent a letter alleging she held sincerely held religious beliefs and asserting they conflicted with the Vaccination Policy, and even though she allegedly worked completely remote for the Police Department. Defendant denies Ms. Debrunner was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies telework, testing, or consideration of natural immunity are reasonable accommodations. Defendant admits on November 1, 2021, she was placed on paid leave but denies that she was terminated effective December 4, 2021. Defendant admits Ms. Debrunner was on leave and admits she was terminated but denies it was on April 1, 2022 or that it was a second termination. Defendant denies the allegation that Ms. Debrunner “endured harassment and coercion from management regarding the vaccine mandate.” Defendant denies the allegation that “Ms. Debrunner was forced to retire early losing retirement income for the rest of her life.” Defendant denies the allegation that “The City’s unlawful and harassing actions have caused severe strain on Ms. Debrunner’s finances, mental health, and marriage.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 147 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

148. Defendant admits Plaintiff Gregory Edward Latus has worked for the San Francisco Police Department for over 25 years, most recently as a Police Sergeant. Defendant admits Sergeant Latus submitted a request for an exemption from the Vaccination Policy based on his alleged religious

beliefs on August 15, 2021, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits on August 25, 2021, Sergeant Latus's request was granted and he received an exemption. Defendant further admits that the Reasonable Accommodation Determination form provided to Sergeant Latus on or about August 25, 2021 stated "This Exemption is Permanent and will remain effective for the duration of the vaccination requirement." Defendant denies that it violated procedure and the law. Defendant denies he was mocked and ridiculed by his supervisors for following his religious beliefs. Defendant admits his exemption was rescinded on September 29, 2021. Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that "As with other police officers, CCSF's treatment of Sergeant Latus evidences the pretext." Defendant denies the denial blindly checked every box. Defendant denies he was never offered or provided any "interactive process" to assess reasonable accommodations. Defendant admits that Sergeant Latus is still on medical leave. Defendant admits Sergeant Latus was awarded a Silver Medal of Valor. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 148 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

149. Defendant admits Plaintiff Philip Charles Helmer was a Police Officer 3 in the San Francisco Police Department and had worked there for over 23 years. Defendant admits on August 19, 2021, Officer Helmer submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and

1 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
2 Determination form provided to Officer Helmer on or about August 20, 2021, stated “This Exemption is
3 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
4 it initially approved the accommodation on August 20, 2021. Defendant admits his exemption was
5 rescinded a month later on September 24, 2021, after further review. Defendant denies Officer Helmer
6 did not receive a single communication from the Department during the month he had his “permanent”
7 exemption. Defendant denies he was never offered or provided any “interactive process” to assess
8 reasonable accommodations. Defendant admits that unlike the prior approval, it checked the following
9 four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict
10 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance;
11 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
12 Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation
13 Would Result in Undue Hardship for the City.” Defendant admits Officer Helmer resigned on May 4,
14 2022, but denies that he was forced to do so or that he was under duress. Defendant denies it is an
15 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
16 workers, and the public. Defendant denies the allegation, “As with other police officers, CCSF’s
17 treatment of Officer Helmer evidences the pretext of the City’s actions.” Defendant denies it blindly
18 checked every box and further denies the reconsideration of Officer Helmer’s exemption request directly
19 contradicted what had been implied earlier when his accommodation request was granted. Defendant
20 denies Officer Helmer sustained serious and long-lasting injuries as a result of the City’s actions and
21 further denies that he was forced early retirement. Defendant further denies Officer Helmer suffered any
22 injuries as a result of the City’s actions. Defendant denies that Officer Helmer’s resulting retirement
23 salary dropped to approximately 50% of what he was previously receiving as salaried pay due to the loss
24 of his employment and his forced early retirement. Defendant is without knowledge or information
25 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 149 of the Complaint
26 and on that basis denies them. To the extent a further response is required, Defendant denies the
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1 remaining allegations in this Paragraph.

2 150. Defendant admits Plaintiff Gerald Burton Newbeck is Lieutenant of Police at the San
3 Francisco Police Department, where he has worked for over 23 years. Defendant admits on August 14,
4 2021, Lieutenant Newbeck submitted a request for an exemption from the Vaccination Policy based on
5 his alleged religious beliefs, but avers that the allegation that the request was timely is vague and
6 ambiguous, and on that basis, denies it. Defendant denies Lieutenant Newbeck was granted the
7 exemption because it was prior to the City learning that accommodations were being granted by some of
8 its departments. Defendant admits that the Reasonable Accommodation Determination form provided to
9 Lieutenant Newbeck on or about August 17, 2021 stated “This Exemption is Permanent and will remain
10 effective for the duration of the vaccination requirement.” Defendant admits it initially approved the
11 accommodation on August 17, 2021. Defendant admits his exemption was rescinded on September 29,
12 2021. Defendant admits that unlike the prior approval, it checked the following four boxes on its
13 exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination
14 Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose
15 a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent
16 Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship
17 for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee
18 presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with
19 other police officers, CCSF’s treatment of Lieutenant Newbeck only underscores the pretext of the
20 City’s religious accommodation denials.” Defendant denies that the denial “contradicted what had been
21 implied earlier when his accommodation request was granted” or that it “blindly” checked every box as
22 a possible reason. Defendant denies Lieutenant Newbeck was never offered or provided any “interactive
23 process” to assess reasonable accommodations. Defendant denies that Lieutenant Newbeck was coerced
24 into taking the vaccine on September 30, 2021 in order to keep his job, and it also denies he was forced
25 to use his personal vacation time from October 13, 2021 to November 11, 2021. Defendant denies that
26 its actions have caused Lieutenant Newbeck to suffer tremendous stress, insomnia, high-blood pressure,
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1 and headaches. Defendant is without knowledge or information sufficient to form a belief as to the truth
2 of the remaining allegations in Paragraph 150 of the Complaint and on that basis denies them. To the
3 extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

4 151. Defendant admits Plaintiff John Leong worked for Defendant, most recently as a Police
5 Officer at the San Francisco Police Department for over 22 years. Defendant admits on August 20, 2021,
6 Officer Leong submitted a request for an exemption from the Vaccination Policy based on his alleged
7 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
8 on that basis, denies it. Defendant denies Officer Leong never heard back regarding his request after
9 answering a follow up question. Defendant denies Officer Leong was never offered or provided any
10 “interactive process” to assess reasonable accommodations, and further denies that testing or natural
11 immunity were reasonable accommodations. Defendant admits on October 14, 2021, Officer Leong was
12 placed on administrative leave. Defendant denies that Officer Leong resigned under duress on October
13 15, 2022. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations in Paragraph 151 of the Complaint and on that basis denies them. To the extent a
15 further response is required, Defendant denies the remaining allegations in this Paragraph.

16 152. Defendant admits Plaintiff Jonathan Shiroy Tong has worked as a Police Officer at the
17 San Francisco Police Department for over 22 years. Defendant admits on September 8, 2021, he
18 submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs,
19 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
20 denies it. Defendant admits that request was denied on September 29, 2021. Defendant admits that
21 unlike the prior approval form, it checked the following four boxes on its exemption determination form:
22 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
23 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
24 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
25 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
26 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
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1 themselves, workers, and the public. Defendant denies the allegation, “As with other police officers,
2 CCSF’s treatment of Officer Tong underscores the pretext of the City’s religious accommodation
3 denials.” Defendant denies blindly checking every box and further denies this directly contradicted what
4 had been implied earlier when his accommodation request was granted. Defendant denies he was never
5 offered or provided any “interactive process” to assess reasonable accommodations, and further denies
6 that testing or natural immunity were reasonable accommodations. Defendant denies the allegation
7 “[t]he entire process has caused Officer Tong an enormous amount of stress and anxiety, emotional pain,
8 suffering, inconvenience, loss of enjoyment of life, and humiliation.” Defendant denies the allegation
9 “[i]ndeed, he has likely not healed well because he is afraid of returning to active status only to be
10 suspended and terminated for failing to take a medical treatment.” Defendant is without knowledge or
11 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 152 of the
12 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
13 the remaining allegations in this Paragraph.

14 153. Defendant admits Plaintiff Alicia Ann Worthington worked for CCSF for over 20 years,
15 most recently as a Sergeant 3 at the San Francisco Police Department. Defendant admits on August 21,
16 2021, Sergeant Worthington submitted a request for an exemption from the Vaccination Policy based on
17 her alleged religious beliefs, but avers that the allegation that the request was timely is vague and
18 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
19 Determination form provided to Sergeant Worthington on or about August 24, 2021 stated “This
20 Exemption is Permanent and will remain effective for the duration of the vaccination requirement.”
21 Defendant admits its initially approved the accommodation on August 24, 2021. Defendant admits her
22 exemption was rescinded on September 29, 2021. Defendant admits that unlike the prior approval, it
23 checked the following four boxes on its exemption determination form: “Documentation Insufficient to
24 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
25 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
26 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
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1 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
2 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
3 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
4 treatment of Sergeant Worthington underscores the pretext of the City’s religious accommodation
5 denials.” Defendant denies blindly checking every box and further denies this directly contradicted what
6 had been implied earlier when her accommodation request was granted. Defendant denies the allegation
7 that “It is, of course, indefensible to begin arguing (a month after granting her accommodation) that she
8 had not shown a sincerely held religious belief when, in fact, she submitted a detailed explanation of
9 Catholic doctrine regarding abortion and how the vaccines conflicted with her religious beliefs on the
10 subject.” Defendant denies she was never offered or provided any “interactive process” to assess
11 reasonable accommodations, and further denies that testing or natural immunity were reasonable
12 accommodations. Defendant admits Sergeant Washington was placed on a form of unpaid leave but
13 denies it was on November 14, 2021. Defendant admits it terminated Sergeant Worthington but denies it
14 did so on July 13, 2022. Defendant denies its actions forced Sergeant Worthington to relocate out of
15 state as well as sell assets and prematurely tap into her retirement savings. Defendant is without
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
17 Paragraph 153 of the Complaint and on that basis denies them. To the extent a further response is
18 required, Defendant denies the remaining allegations in this Paragraph.

19 154. Defendant admits Plaintiff Miguel Gonzalez has worked for CCSF for over 17 years,
20 most recently as a Police Officer 3 at the San Francisco Police Department. Defendant admits on August
21 18, 2021, he submitted a request for an exemption from the Vaccination Policy based on his alleged
22 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
23 on that basis, denies it. Defendant further admits that the Reasonable Accommodation Determination
24 form provided to Officer Gonzalez on or about August 24, 2021 stated “This Exemption is Permanent
25 and will remain effective for the duration of the vaccination requirement.” Defendant admits it initially
26 approved the request on August 24, 2021. Defendant admits his exemption was rescinded on September
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30, 2021, and that some other employees had their exemptions rescinded, but avers that the allegation that “others who applied early” is vague and ambiguous, and on that basis, Defendant denies it. Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s treatment of Officer Gonzalez underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every box and further denies this directly contradicted what had been implied earlier when his accommodation request was granted. Defendant denies Officer Gonzalez was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits that Officer Gonzalez has not returned to full-time work. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 154 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

155. Defendant admits Plaintiff Joseph John Porta worked for CCSF for over 17 years, most recently as a Police Officer at the San Francisco Police Department. Defendant admits on August 30, 2021, Officer Porta submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation Determination form provided to Officer Porta on or about September 1, 2021 stated “This Exemption is Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits it initially approved the request on September 1, 2021. Defendant admits his exemption was rescinded

1 after a subsequent review on September 29, 2021. Defendant admits that unlike the prior approval, it
2 checked the following four boxes on its exemption determination form: “Documentation Insufficient to
3 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
4 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
5 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
6 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
7 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
8 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
9 treatment of Officer Porta underscores the pretext of the City’s religious accommodation denials.”
10 Defendant denies blindly checking every box and further denies this directly contradicted what had been
11 implied earlier when his accommodation request was granted. Defendant denies he was never offered or
12 provided any “interactive process” to assess reasonable accommodations, and further denies that testing
13 or natural immunity were reasonable accommodations. Defendant admits Officer Porta went on FMLA
14 leave but denies it was from January 5, 2022 to May 5, 2022. Defendant denies he remains on unpaid
15 leave. Defendant denies that “the hardship of being on unpaid leave has caused significant financial
16 suffering for him and his family due to his need to deplete his savings to pay bills and support his
17 family,” and, that “being on forced unpaid leave caused great hardship while expecting and having a
18 child.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the
19 remaining allegations in Paragraph 155 of the Complaint and on that basis denies them. To the extent a
20 further response is required, Defendant denies the remaining allegations in this Paragraph.

21 156. Defendant admits Plaintiff Roger Cormier Morse worked for CCSF for over 16 years,
22 most recently as a Police Officer at the San Francisco Police Department. Defendant admits that in
23 August 2021 Officer Morse submitted a request for an exemption from the Vaccination Policy based on
24 his alleged religious beliefs, but avers that the allegation that the request was timely is vague and
25 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
26 Determination form provided to Officer Morse in or about August 23, 2021 stated “This Exemption is
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1 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
2 it initially approved the request but denies it was on August 23, 2021. Defendant admits his exemption
3 was rescinded after further review but denies this was on September 10, 2021. Defendant admits that
4 unlike the prior approval, it checked the following four boxes on its exemption determination form:
5 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
6 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
7 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
8 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
9 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
10 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
11 CCSF’s treatment of Officer Morse underscores the pretext of the City’s religious accommodation
12 denials.” Defendant denies blindly checking every box and further denies this directly contradicted what
13 had been implied earlier when his accommodation request was granted. Defendant denies he was never
14 offered or provided any “interactive process” to assess reasonable accommodations, and further denies
15 that testing or natural immunity were reasonable accommodations. Defendant admits that on October 14,
16 2021, Officer Morse was placed on paid leave. Defendant further admits he was placed on unpaid leave
17 until his termination on March 17, 2022 but denies it began on November 20, 2021. Defendant denies
18 that as a result of how the City treated Officer Morse other police departments have not been willing to
19 hire him. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
20 remaining allegations in Paragraph 156 of the Complaint and on that basis denies them. To the extent a
21 further response is required, Defendant denies the remaining allegations in this Paragraph.

22 157. Defendant admits Plaintiff Nicholas Alexander Suslow worked for the San Francisco
23 Police Department for over 15 years, most recently as a Police Officer. Defendant admits on August 19,
24 2021, Officer Suslow submitted a request for an exemption from the Vaccination Policy based on his
25 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
26 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
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Determination form provided to Officer Suslow on or about August 20, 2021 stated “This Exemption is Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits it initially approved the request on August 20, 2021. Defendant admits his exemption was rescinded after further review but denies it was rescinded on October 5, 2021. Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s treatment of Officer Suslow underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every box and further denies this directly contradicted what had been implied earlier when his accommodation request was granted. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits after Plaintiff was placed on leave, he was terminated on March 17, 2022. Defendant denies its actions were unlawful or caused Officer Suslow to have to sell his home or pull his children out of their school in order to find a job to provide for his family. Defendant further denies the situation caused strain on both his mental health and his marriage. Defendant denies that it has a “dogmatic” no-accommodation policy. Defendant admits Officer Suslow recently received a Gold Medal of Valor for a hostage rescue but denies he was ridiculed and mocked by supervisors and co-workers for getting terminated rather than violating his faith. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 157 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

158. Defendant admits Plaintiff Christopher Smith has worked for CCSF for approximately 14

1 years, most recently as a Sergeant 3 at the San Francisco Police Department. Defendant admits on
2 August 22, 2021, Sergeant Smith submitted a reasonable accommodation request to be exempt from the
3 Vaccination Policy based on his alleged religious beliefs. Defendant admits on August 23, 2021,
4 Sergeant Smith submitted a request for an exemption from the City's Vaccination Policy, but avers that
5 the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
6 further admits that the Reasonable Accommodation Determination form provided to Sergeant Smith on
7 or about August 25, 2021 stated "This Exemption is Permanent and will remain effective for the
8 duration of the vaccination requirement." Defendant admits it initially approved the request on August
9 25, 2021. Defendant denies the allegation that "As with other police officers, CCSF's treatment of
10 Sergeant Smith underscores the pretext of the City's religious accommodation denials." Defendant
11 admits the Department—including the duty evaluation committee reviewing accommodation—was
12 made aware of that fact in writing). Defendant denies tentative guilt and punishment were imposed on
13 him and further denies it failed to follow its own protocols for Internal Affairs investigations or
14 continued to retaliate against Sergeant Smith over the next six months. Defendant admits on September
15 8, 2021, he went on workers' compensation leave but denies it was for work-related stress caused in part
16 by the disciplinary action. Defendant admits Sergeant Smith submitted a separate request for an
17 exemption on September 18, 2021, based on his alleged medical condition. Defendant admits his
18 religious exemption was rescinded on October 4, 2021. Defendant further admits his medical exemption
19 request was denied on October 14, 2021 for the same reason. Defendant admits that unlike the prior
20 approval, it checked the following four boxes on its exemption determination form: "Documentation
21 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
22 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
23 and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
24 Accommodation Would Result in Undue Hardship for the City." Defendant denies blindly checking
25 every box and further denies this directly contradicted what had been implied earlier when his
26 accommodation request was granted. Defendant denies it is an "unsubstantiated belief" that an
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1 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
2 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
3 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
4 he was referred to the 60-day Citywide Job Search but denies it was pointless and denies the City was
5 not offering unvaccinated employees reasonable accommodations. Defendant admits Sergeant Smith’s
6 workers’ compensation leave ended on September 8, 2022 and also admits his time bank is set to expire
7 in the next few months, at which time he will not be paid. Defendant denies it caused Sergeant Smith
8 stress, strain, insomnia, and physical symptoms, and, that it harassed, retaliated against or made
9 unfounded allegations against him, or that his record is “clouded.” Defendant denies its actions were
10 unlawful or caused a severe financial burden, or forced him to refinance his home. Defendant is without
11 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
12 Paragraph 158 of the Complaint and on that basis denies them. To the extent a further response is
13 required, Defendant denies the remaining allegations in this Paragraph.

14 159. Defendant admits Plaintiff Michael David Vannucchi worked for CCSF but denies he
15 worked for over 13 years. Defendant admits he most recently worked as a Police Officer 3 in the San
16 Francisco Police Department. Defendant admits on August 20, 2021, Officer Vannucchi submitted a
17 request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers
18 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it.
19 Defendant further admits that the Reasonable Accommodation Determination form provided to Officer
20 Vannucchi approximately a week later stated “This Exemption is Permanent and will remain effective
21 for the duration of the vaccination requirement.” Defendant admits it initially approved the request a
22 week later on August 27, 2021. Defendant admits his exemption was rescinded after a subsequent
23 review on September 29, 2021. Defendant admits that unlike the prior approval, it checked the following
24 four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict
25 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance;
26 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
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1 Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation
2 Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an
3 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
4 denies the allegation that “As with other police officers, CCSF’s treatment of Officer Vannuchi
5 underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly
6 checking every box as a possible reason and further denies this directly contradicted what had been
7 implied earlier when his accommodation request was granted. Defendant denies he was never offered or
8 provided any “interactive process” to assess reasonable accommodations. Defendant admits Officer
9 Vannucchi was placed on paid leave on October 13, 2021, and then unpaid administrative leave on
10 November 13, 2021. Defendant admits he was terminated on March 17, 2022 but denies its actions
11 caused him to gain weight and lose sleep, and harmed his relationship with his family. Defendant denies
12 that he possessed natural immunity which rendered its Vaccination Policy pointless. Defendant is
13 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
14 in Paragraph 159 of the Complaint and on that basis denies them. To the extent a further response is
15 required, Defendant denies the remaining allegations in this Paragraph.

16 160. Defendant admits Plaintiff Antonio Landi has worked for CCSF for over 12 years, most
17 recently as a Police Officer at the San Francisco Police Department. Defendant admits on June 19, 2021,
18 he went on medical leave due to an on-duty injury. Defendant admits on August 22, 2021, he submitted
19 a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers
20 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it.
21 Defendant further admits that the Reasonable Accommodation Determination form provided to Officer
22 Landi on or about August 24, 2021 stated “This Exemption is Permanent and will remain effective for
23 the duration of the vaccination requirement.” Defendant admits it initially approved the request on
24 August 24, 2021. Defendant admits his exemption was rescinded on September 30, 2021 after further
25 review, but avers that the allegation that his exemption “was rescinded along with many others” is vague
26 and ambiguous, and on that basis, Defendant denies it. Defendant admits that unlike the prior approval,
27

1 it checked the following four boxes on its exemption determination form: “Documentation Insufficient
2 to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
3 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
4 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
5 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
6 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
7 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
8 treatment of Officer Landi underscores the pretext of the City’s religious accommodation denials.”
9 Defendant denies blindly checking every box as a possible reason and further denies this directly
10 contradicted what had been implied earlier when his accommodation request was granted. Defendant
11 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
12 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
13 he currently remains out of work. Defendant denies the allegation that Officer Landi “is under the
14 imminent threat that the moment his condition improves enough to be medically cleared for
15 modified/light duties he will be terminated from employment without consideration of the ongoing
16 hardships that have accompanied the treatment and injury he has sustained.” Defendant further denies
17 Officer Landi is unable to return to work because of the Vaccination Policy and the lack of a reasonable
18 accommodation from the City. Defendant denies its actions were unlawful or caused Officer Landi to
19 develop a clinically diagnosed case of acute anxiety that negatively affects his personal and family life.
20 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
21 remaining allegations in Paragraph 160 of the Complaint and on that basis denies them. To the extent a
22 further response is required, Defendant denies the remaining allegations in this Paragraph.

23 161. Defendant admits Plaintiff Matthew Brian Ortega has worked for CCSF for over 13 years
24 and is currently a Sergeant 3 at the San Francisco Police Department. Defendant admits on August 17,
25 2021, Sergeant Ortega submitted a request for an exemption from the Vaccination Policy based on his
26 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
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1 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
2 Determination form provided to Sergeant Ortega on or about August 24, 2021 stated “This Exemption is
3 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
4 it initially approved the request on August 24, 2021. Defendant admits on September 16, 2021, Sergeant
5 Ortega was informed that his exemption was under secondary review. Defendant admits it informed
6 Sergeant Ortega that he needed to receive the single dose of the vaccine no later than September 29,
7 2021 to meet the October 13, 2021, deadline. Defendant admits Sergeant Ortega submitted additional
8 information regarding his alleged sincerely held religious belief but denies this occurred on September
9 24, 2021. Defendant admits this information included that Sergeant Ortega had tested positive for
10 COVID-19 on August 20, 2021 and had allegedly recovered from his illness. Defendant admits on
11 September 14, 2021, his Department accepted his disability claim regarding this illness. Defendant
12 denies it failed to notify Sergeant Ortega of the status of his exemption request by September 29, 2021
13 and further denies its actions were deliberate, inexcusable or caused him substantial stress and anxiety.
14 Defendant admits Sergeant Ortega took the vaccine on September 29, 2021. Defendant denies it
15 pressured Sergeant Ortega through coercive actions to take the vaccine to save his job, career, and
16 livelihood. Defendant admits Sergeant Ortega’s exemption request was denied on October 5, 2021.
17 Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption
18 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
19 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
20 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
21 from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.”
22 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
23 danger to themselves, workers, and the public. Defendant denies the allegation that “As with other
24 police officers, CCSF’s treatment of Sergeant Ortega underscores the pretext of the City’s religious
25 accommodation denials.” Defendant denies blindly checking every box as a possible reason and further
26 denies this directly contradicted what had been implied earlier when his accommodation request was
27

1 granted. Defendant denies he was never offered or provided any “interactive process” to assess
2 reasonable accommodations, and further denies that testing or natural immunity were reasonable
3 accommodations. Defendant is without knowledge or information sufficient to form a belief as to the
4 truth of the remaining allegations in Paragraph 161 of the Complaint and on that basis denies them. To
5 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

6 162. Defendant admits Plaintiff Brendan Thomas Aristotle Caraway has worked for CCSF for
7 over 11 years, most recently as a Sergeant 3 at the San Francisco Police Department. Defendant admits
8 on August 12, 2021, Sergeant Caraway submitted a request for an exemption from the Vaccination
9 Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is
10 vague and ambiguous, and on that basis, denies it. Defendant further admits the request was approved
11 and that the Reasonable Accommodation Determination form provided to Sergeant Caraway soon after
12 stated “This Exemption is Permanent and will remain effective for the duration of the vaccination
13 requirement.” Defendant admits his exemption was rescinded after further review but denies it was on
14 October 11, 2021. Defendant admits that unlike the prior approval, it checked the following four boxes
15 on its exemption determination form: “Documentation Insufficient to Show a Conflict Between
16 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation
17 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
18 Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue
19 Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
20 employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that
21 “As with other police officers, CCSF’s treatment of Sergeant Caraway underscores the pretext of the
22 City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible
23 reason and further denies this directly contradicted the previous approval without reason. Defendant
24 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
25 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
26 he was subsequently placed on unpaid leave until but denies it was until October 11, 2021. Defendant
27

1 denies Sergeant Caraway took the vaccine under duress. Defendant is without knowledge or information
2 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 162 of the Complaint
3 and on that basis denies them. To the extent a further response is required, Defendant denies the
4 remaining allegations in this Paragraph.

5 163. Defendant admits Plaintiff Micah Alexander Norris has worked for CCSF but denies it
6 was for over 20 years, most recently as a Police Officer 2 at the San Francisco Police Department.
7 Defendant admits on August 18, 2021, Officer Norris submitted a request for an exemption from the
8 Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request
9 was timely is vague and ambiguous, and on that basis, denies it. Defendant further admits that the
10 Reasonable Accommodation Determination form provided to Officer Norris on or about August 20,
11 2021 stated "This Exemption is Permanent and will remain effective for the duration of the vaccination
12 requirement." Defendant admits it initially approved the request on August 20, 2021. Defendant admits
13 his exemption was rescinded after further review on September 29, 2021. Defendant admits that unlike
14 the prior approval, it checked the following four boxes on its exemption determination form:
15 "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
16 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
17 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
18 Essential Function(s); Accommodation Would Result in Undue Hardship for the City." Defendant
19 denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to
20 themselves, workers, and the public. Defendant denies the allegation that "As with other police officers,
21 CCSF's treatment of Officer Norris underscores the pretext of the City's religious accommodation
22 denials." Defendant denies blindly checking every box as a possible reason and further denies this
23 directly contradicted what had been implied earlier when his accommodation request was granted.
24 Defendant denies Officer Norris was never offered or provided any "interactive process" to assess
25 reasonable accommodations, and further denies that testing or natural immunity were reasonable
26 accommodations. Defendant admits Officer Norris was placed on administrative leave but denies it was
27

1 on October 13, 2021. Defendant admits he was terminated but denies this occurred on April 20, 2022.
2 Defendant denies that due to its alleged actions Officer Norris suffered financial strain that required him
3 to move out of the San Francisco area and relocate to Texas. Defendant is without knowledge or
4 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 163 of the
5 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
6 the remaining allegations in this Paragraph.

7 164. Defendant admits Plaintiff Christopher Robert Salazar, Jr. worked as a Police Officer for
8 the San Francisco Police Department for over five years. Defendant admits on September 1, 2021,
9 Officer Salazar submitted a request for an exemption from the Vaccination Policy based on his alleged
10 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
11 on that basis, denies it. Defendant admits the request was denied on September 29, 2021. Defendant
12 admits it checked the following four boxes on its exemption determination form: "Documentation
13 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
14 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
15 and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
16 Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
17 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
18 workers, and the public. Defendant denies the allegation that "As with other police officers, CCSF's
19 treatment of Officer Salazar underscores the pretext of the City's religious accommodation denials."
20 Defendant denies blindly checking every box as a reason. Defendant denies he was never offered or
21 provided any "interactive process" to assess reasonable accommodations, and further denies that testing
22 or natural immunity were reasonable accommodations. Defendant admits Officer Salazar was placed on
23 paid leave but denies it was on October 13, 2021. Defendant admits he placed on unpaid leave on
24 November 12, 2021. Defendant admits he was terminated in March 2022, but denies he was terminated
25 on March 9, 2022. Defendant denies it caused Officer Salazar to lose his income or forced him to move
26 from San Francisco and spend down his retirement savings. Defendant further denies he also suffered
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1 depression, isolation, and a feeling of being unheard. Defendant is without knowledge or information
2 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 164 of the Complaint
3 and on that basis denies them. To the extent a further response is required, Defendant denies the
4 remaining allegations in this Paragraph.

5 165. Defendant admits Plaintiff Gordon Lee Shyy worked for CCSF for almost 11 years as a
6 Police Officer in the San Francisco Police Department. Defendant admits on August 13, 2021, he
7 submitted a request for an exemption to the Vaccination Policy due to a medical condition, but avers that
8 the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
9 further admits that the Reasonable Accommodation Determination form provided to Officer Shyy on or
10 about August 20, 2021 stated "This Exemption is Permanent and will remain effective for the duration
11 of the vaccination requirement." Defendant admits it initially approved the request on August 20, 2021.
12 Defendant admits on October 1, 2021, he also submitted a request for an exemption from the
13 Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request
14 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits his religious request
15 was denied on October 13, 2021. Defendant admits it checked the following four boxes on its exemption
16 determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement
17 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
18 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
19 from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City."
20 Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a
21 danger to themselves, workers, and the public. Defendant denies the allegation that "As with other
22 police officers, CCSF's treatment of Officer Shyy underscores the pretext of the City's religious
23 accommodation denials." Defendant denies blindly checking every box as a possible reason. Defendant
24 admits Officer Shyy's medical accommodation was revoked the same day on the ground that an
25 accommodation would be an undue hardship because an unvaccinated employee presents a danger to
26 themselves, co-workers, and the public, but denies this belief was unsubstantiated. Defendant denies he
27

1 was never offered or provided any “interactive process” to assess reasonable accommodations, and
2 further denies that testing or natural immunity were reasonable accommodations. Defendant admits that
3 Officer Shyy was referred to a 60-day Citywide Job Search. Defendant denies that Officer Shyy was
4 forced to use his accrued sick, vacation, and comp time. Defendant admits Officer Shyy resigned in
5 January 2022 but denies it was under duress. Defendant is without knowledge or information sufficient
6 to form a belief as to the truth of the remaining allegations in Paragraph 165 of the Complaint and on
7 that basis denies them. To the extent a further response is required, Defendant denies the remaining
8 allegations in this Paragraph.

9 166. Defendant admits Plaintiff Christopher John Costa worked for CCSF for over nine years,
10 most recently as a Sergeant 3 at the San Francisco Police Department. Defendant admits on or about
11 August 16, 2021, Sergeant Costa submitted a request for an exemption from the Vaccination Policy
12 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
13 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
14 Accommodation Determination form provided to Sergeant Costa on or about August 17, 2021 stated
15 “This Exemption is Permanent and will remain effective for the duration of the vaccination
16 requirement.” Defendant admits his request was approved on August 17, 2021. Defendant admits his
17 exemption was rescinded after further review on September 29, 2021. Defendant admits that unlike the
18 prior approval, it checked the following four boxes on its exemption determination form:
19 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
20 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
21 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
22 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
23 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
24 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
25 CCSF’s treatment of Sergeant Costa underscores the pretext of the City’s religious accommodation
26 denials.” Defendant denies blindly checking every box as a possible reason and further denies this
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1 directly contradicted what had been implied earlier when his accommodation request was granted.
2 Defendant denies he was never offered or provided any “interactive process” to assess reasonable
3 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
4 Defendant admits Sergeant Costa was placed on unpaid administrative leave on November 13, 2021 and
5 resigned, but denies he resigned on December 4, 2021, and also denies that he resigned under duress
6 from the lack of a job or income. Defendant also denies its actions caused Sergeant Costa hardship
7 physically, emotionally, and financially, strains in his relationships with his spouse and children,
8 feelings of shame and abandonment from the City he had sworn to protect, or a huge financial loss of
9 annual income resulting from having to find new employment to support his family and continue their
10 medical coverage. Defendant denies he also lost the rank as a Sergeant and the associated retirement
11 benefits based on the salary of an SFPD Sergeant as a result of its alleged actions. Defendant is without
12 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
13 Paragraph 166 of the Complaint and on that basis denies them. To the extent a further response is
14 required, Defendant denies the remaining allegations in this Paragraph.

15 167. Defendant admits Plaintiff Shyrle Marina Hawes was employed by the City of San
16 Francisco for over nine years, but denies she was most recently a Police Officer 4 at the San Francisco
17 Police Department. Defendant admits on August 13, 2021, Officer Hawes submitted a request for an
18 exemption from the COVID-19 Vaccination Policy based on her alleged religious beliefs, but avers that
19 the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
20 further admits that the Reasonable Accommodation Determination form provided to Sergeant Costa on
21 or about August 17, 2021 stated “This Exemption is Permanent and will remain effective for the
22 duration of the vaccination requirement.” Defendant admits her request was approved on August 17,
23 2021. Defendant admits she was subsequently told her exemption was undergoing a “secondary review.”
24 Defendant admits it rescinded the exemption on September 30, 2021, but avers that the allegation that
25 “others who applied early” is vague and ambiguous, and on that basis, Defendant denies it. Defendant
26 admits that unlike the prior approval, it checked the following four boxes on its exemption determination
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form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s treatment of Officer Hawes underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible reason and further denies this directly contradicted what had been implied earlier when his accommodation request was granted. Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits on October 14, 2021, she was placed on administrative leave. Defendant admits on November 12, 2021, she was placed on leave until her termination on March 17, 2022. Defendant denies Officer Hawes was forced to sell her home. Defendant also denies she was forced to leave her family and the SFPD. Defendant denies it caused Officer Hawes to sustain injuries that will be with her for the rest of her career and life. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 167 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

168. Defendant admits Plaintiff John Brandon Hoge has been a Police Officer in the San Francisco Police Department for over nine years. Defendant admits on September 17, 2021, Officer Hoge submitted a request for an exemption to the City’s vaccine mandate based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits the request was denied on September 29, 2021. Defendant admits it checked the following four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or

1 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
2 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
3 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
4 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
5 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
6 treatment of Officer Hoge underscores the pretext of the City’s religious accommodation denials.”
7 Defendant denies that it did not engage with the request in good faith. Defendant denies he was never
8 offered or provided any “interactive process” to assess reasonable accommodations, and further denies
9 that testing or natural immunity were reasonable accommodations. Defendant admits on October 15,
10 2021, Officer Hoge provided information that he was vaccinated but denies it was under duress.
11 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
12 remaining allegations in Paragraph 168 of the Complaint and on that basis denies them. To the extent a
13 further response is required, Defendant denies the remaining allegations in this Paragraph.

14 169. Defendant admits Plaintiff Joel Evan Aylworth was employed by CCSF for over eight
15 years, most recently as a Police Officer 3 at the San Francisco Police Department. Defendant admits on
16 August 19, 2021, Officer Aylworth submitted a request for an exemption from the Vaccination Policy
17 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
18 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
19 Accommodation Determination form provided to Officer Aylworth on or about August 20, 2021 stated
20 “This Exemption is Permanent and will remain effective for the duration of the vaccination
21 requirement.” Defendant admits it initially approved the request on August 20, 2021. Defendant admits
22 his exemption was rescinded on September 29, 2021, but avers that the allegation that “others who
23 applied early” is vague and ambiguous, and on that basis, Defendant denies it. Defendant admits that
24 unlike the prior approval, it checked the following four boxes on its exemption determination form:
25 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
26 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
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1 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
2 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
3 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
4 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
5 CCSF’s treatment of Officer Aylworth underscores the pretext of the City’s religious accommodation
6 denials.” Defendant denies blindly checking every box as a possible reason and further denies this
7 directly contradicted what had been implied earlier when his accommodation request was granted.
8 Defendant denies he was never offered or provided any “interactive process” to assess reasonable
9 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
10 Defendant admits he was placed on paid administrative leave in October of 2021 and then unpaid leave
11 but denies the unpaid leave began on November 14, 2021. Defendant admits Officer Aylworth was
12 terminated but denies this occurred on April 1, 2022. Defendant denies its actions caused Officer
13 Aylworth significant stress and that he had to liquidate his savings and pull money out of his pension.
14 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
15 remaining allegations in Paragraph 169 of the Complaint and on that basis denies them. To the extent a
16 further response is required, Defendant denies the remaining allegations in this Paragraph.

17 170. Defendant admits Plaintiff John Payton Quinlan worked for CCSF for over nine years,
18 most recently as a Police Officer 3 at the San Francisco Police Department. Defendant admits on August
19 21, 2021, Officer Quinlan submitted a request for an exemption from the Vaccination Policy based on
20 his alleged religious beliefs, but avers that the allegation that the request was timely is vague and
21 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
22 Determination form provided to Officer Quinlan on or about August 24, 2021 stated “This Exemption is
23 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
24 it initially approved the request on August 24, 2021. Defendant admits his exemption was rescinded
25 after a subsequent review on September 16, 2021. Defendant admits that unlike the prior approval, it
26 checked the following four boxes on its exemption determination form: “Documentation Insufficient to
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1 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
2 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
3 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
4 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
5 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
6 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
7 treatment of Officer Quinlan underscores the pretext of the City’s religious accommodation denials.”
8 Defendant denies blindly checking every box and further denies this directly contradicted what had been
9 implied earlier when his accommodation request was granted. Defendant denies he was never offered or
10 provided any “interactive process” to assess reasonable accommodations, and further denies that testing
11 or natural immunity were reasonable accommodations. Defendant admits Officer Quinlan was placed on
12 leave but denies it was on October 13, 2021. Defendant admits Officer Quinlan was placed on unpaid
13 administrative leave on November 13, 2021. Defendant admits he resigned but denies this was on March
14 4, 2022, and also denies that he did so under duress. Defendant denies Officer Quinlan was forced to
15 dwindle through nearly all of his savings. Defendant is without knowledge or information sufficient to
16 form a belief as to the truth of the remaining allegations in Paragraph 170 of the Complaint and on that
17 basis denies them. To the extent a further response is required, Defendant denies the remaining
18 allegations in this Paragraph.

19 171. Defendant admits Plaintiff Anthony Srinivas worked for CCSF for over eight years, most
20 recently as a Police Officer 3 at the San Francisco Police Department. Defendant admits on August 12,
21 2021, Officer Srinivas submitted a request for an exemption from the Vaccination Policy based on his
22 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
23 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
24 Determination form provided to Officer Srinivas on or about August 13, 2021 stated “This Exemption is
25 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
26 it initially approved the request on August 13, 2021. Defendant admits his exemption was rescinded on
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September 29, 2021 after further review. Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s treatment of Officer Srinivas underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible reason and further denies this directly contradicted what had been implied earlier when his accommodation request was granted. Defendant admits he included a letter and signed declaration from an alleged member of a church outlining his alleged religious beliefs but denies the allegation that the City’s claim that he failed to prove a sincere religious belief is indefensible. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits on October 14, 2021, the Chief of Police recommended that Officer Srinivas be terminated. Defendant admits he was placed on unpaid leave on November 13, 2021. Defendant admits Officer Srinivas resigned but denies it was on January 9, 2022, and also denies that he did so under duress. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 171 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

172. Defendant admits Plaintiff Addyson James Aguirre worked for CCSF for over seven years, most recently as a Police Officer Q4 at the San Francisco Police Department. Defendant admits Officer Aguirre submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but denies this was on August 15, 2021, and Defendant further avers that the allegation

1 that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant further
2 admits that the Reasonable Accommodation Determination form provided to Office Aguirre on or about
3 August 24, 2021 stated "This Exemption is Permanent and will remain effective for the duration of the
4 vaccination requirement." Defendant admits it initially approved the request on August 24, 2021.
5 Defendant admits the request was rescinded. Defendant admits that unlike the prior approval, it checked
6 the following four boxes on its exemption determination form: "Documentation Insufficient to Show a
7 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
8 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
9 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
10 Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
11 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
12 workers, and the public. Defendant denies the allegation that "As with other police officers, CCSF's
13 treatment of Officer Aguirre underscores the pretext of the City's religious accommodation denials."
14 Defendant denies blindly checking every box as a possible reason and further denies this directly
15 contradicted what had been implied earlier when his accommodation request was granted. Defendant
16 denies she was never offered or provided any "interactive process" to assess reasonable
17 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
18 Defendant admits on November 22, 2021, she received disciplinary action and was placed on paid leave.
19 Defendant admits she was moved to unpaid leave but denies it was four days before Christmas.
20 Defendant admits Officer Aguirre resigned but denies this occurred on January 3, 2022 and also denies
21 that she did so under duress. Defendant denies its actions, which included placing her on unpaid leave,
22 caused Officer Aguirre and her family to move half-way across the country in order to find new
23 employment in South Dakota. Defendant is without knowledge or information sufficient to form a belief
24 as to the truth of the remaining allegations in Paragraph 172 of the Complaint and on that basis denies
25 them. To the extent a further response is required, Defendant denies the remaining allegations in this
26 Paragraph.

1 173. Defendant admits Plaintiff Ruben Antonio Aguirre worked for CCSF for over seven
2 years, most recently as a Police Officer Q4 at the San Francisco Police Department. Defendant admits
3 on September 4, 2021, Officer Aguirre submitted a request for an exemption from the Vaccination
4 Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is
5 vague and ambiguous, and on that basis, denies it. Defendant admits his request was denied on
6 September 30, 2021. Defendant admits it checked the following four boxes on its exemption
7 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
8 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
9 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
10 from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.”
11 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
12 danger to themselves, workers, and the public. Defendant denies the allegation that “As with other
13 police officers, CCSF’s treatment of Officer Aguirre underscores the pretext of the City’s religious
14 accommodation denials.” Defendant denies blindly checking every box as a possible reason. Defendant
15 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
16 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
17 Officer Aguirre was placed on paid leave but denies this was on February 4, 2022. Defendant further
18 admits he was placed on unpaid leave, but denies it was on March 7, 2022. Defendant admits he
19 resigned but denies it was on March 11, 2022, and further denies that he did so under duress for lack of a
20 job. Defendant admits Officer Aguirre was on disability at the time he requested his religious
21 exemption. Defendant denies Officer Aguirre and his family were forced to move half-way across the
22 country to South Dakota in order to seek a new start. Defendant is without knowledge or information
23 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 173 of the Complaint
24 and on that basis denies them. To the extent a further response is required, Defendant denies the
25 remaining allegations in this Paragraph.

26 174. Defendant admits Plaintiff Juan Daniel Gustilo III has worked for CCSF for over five
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1 years, most recently as a Police Officer at the San Francisco Police Department. Defendant admits on
2 August 17, 2021, Officer Gustilo submitted a request for an exemption from the Vaccination Policy
3 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
4 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
5 Accommodation Determination form provided to Officer Gustilo on or about August 17, 2021 stated
6 “This Exemption is Permanent and will remain effective for the duration of the vaccination
7 requirement.” Defendant admits it initially approved the request on August 17, 2021. Defendant admits
8 his exemption was rescinded after a further review but denies this occurred on September 17, 2021.
9 Defendant admits that unlike the prior approval, it checked the following four boxes on its exemption
10 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
11 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
12 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
13 from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.”
14 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
15 danger to themselves, workers, and the public. Defendant denies the allegation that “As with other
16 police officers, CCSF’s treatment of Officer Gustilo underscores the pretext of the City’s religious
17 accommodation denials.” Defendant denies blindly checking every box as a possible reason and further
18 denies this directly contradicted what had been implied earlier when his accommodation request was
19 granted. Defendant denies he was never offered or provided any “interactive process” to assess
20 reasonable accommodations, and further denies that testing or natural immunity were reasonable
21 accommodations. Defendant admits on November 26, 2021, he was placed on paid leave. Defendant
22 also admits on December 26, 2021, Officer Gustilo was placed on unpaid leave. Defendant denies
23 Officer Gustilo has endured traumatic stress from the suspension. Defendant denies Officer Gustilo was
24 forced to relocate his family to Texas. Defendant further denies he currently remains suspended on
25 unpaid leave. Defendant is without knowledge or information sufficient to form a belief as to the truth of
26 the remaining allegations in Paragraph 174 of the Complaint and on that basis denies them. To the extent
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1 a further response is required, Defendant denies the remaining allegations in this Paragraph.

2 175. Defendant admits Plaintiff Paul Brice Lujano worked for CCSF for over seven years,
3 most recently as a Police Officer 2 at the San Francisco Police Department. Defendant admits on August
4 16, 2021, Officer Lujano submitted a request for an exemption from the Vaccination Policy based on his
5 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
6 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
7 Determination form provided to Officer Lujano on or about August 17, 2021 stated “This Exemption is
8 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
9 it initially approved the request on August 17, 2021. Defendant admits his exemption was rescinded
10 after further review but denies this occurred on September 16, 2021. Defendant admits that unlike the
11 prior approval, it checked the following four boxes on its exemption determination form:
12 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
13 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
14 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
15 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
16 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
17 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
18 CCSF’s treatment of Officer Lujano underscores the pretext of the City’s religious accommodation
19 denials.” Defendant denies blindly checking every box as a possible reason and further denies this
20 directly contradicted what had been implied earlier when his accommodation request was granted.
21 Defendant denies he was never offered or provided any “interactive process” to assess reasonable
22 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
23 Defendant admits he was placed on leave but denies this occurred on October 13, 2021. Defendant
24 denies Officer Lujano was unable to do the job he purportedly loved. Defendant admits Officer Lujano
25 resigned on November 14, 2021 but denies he did so under duress. Defendant denies he had suffered
26 harassment from superiors and was passed over for special assignment due to his vaccine status.

1 Defendant further denies its action caused Officer Lujano significant stress and mental anguish and
2 required him to spend \$15,000 from his savings and move out of state to Texas, which meant separation
3 from family and friends. Defendant denies his family was also forced to discontinue fertility treatment.
4 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
5 remaining allegations in Paragraph 175 of the Complaint and on that basis denies them. To the extent a
6 further response is required, Defendant denies the remaining allegations in this Paragraph.

7 176. Defendant admits Plaintiff Randall M. SooHoo worked for the San Francisco Police
8 Department for over 22 years, most recently as a Police Officer. Defendant admits Officer SooHoo
9 submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs,
10 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
11 denies it and also denies it was submitted on August 30, 2021. Defendant denies he never heard back
12 regarding his request. Defendant admits Officer SooHoo was placed on leave on October 14, 2021.
13 Defendant denies Officer SooHoo was unable to perform his job on account of its purported actions.
14 Defendant admits Officer SooHoo resigned in October 2021 but denies it was under duress, and, that it
15 occurred on October 25, 2021. Defendant denies Officer SooHoo has suffered significant stress, anxiety,
16 insomnia, and depression. Defendant is without knowledge or information sufficient to form a belief as
17 to the truth of the remaining allegations in Paragraph 176 of the Complaint and on that basis denies
18 them. To the extent a further response is required, Defendant denies the remaining allegations in this
19 Paragraph.

20 177. Defendant admits Plaintiff Christopher Thomas Sabella worked for CCSF for over seven
21 years, most recently as a Police Officer 3 for the San Francisco Police Department. Defendant admits on
22 August 25, 2021, Officer Sabella submitted a request for an exemption from the Vaccination Policy
23 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
24 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
25 Accommodation Determination form provided to Officer Sabella on or about August 27, 2021 stated
26 “This Exemption is Permanent and will remain effective for the duration of the vaccination
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1 requirement.” Defendant admits it initially approved the request on August 27, 2021. Defendant admits
2 his exemption was rescinded in September 2021, but denies this occurred on September 25, 2021.
3 Defendant admits Officer Sabella was notified of the decision on September 29, 2021. Defendant admits
4 that unlike the prior approval, it checked the following four boxes on its exemption determination form:
5 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
6 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
7 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
8 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
9 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
10 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
11 CCSF’s treatment of Officer Sabella underscores the pretext of the City’s religious accommodation
12 denials.” Defendant denies blindly checking every box as a possible reason and further denies this
13 directly contradicted what had been implied earlier when his accommodation request was granted.
14 Defendant denies he was never offered or provided any “interactive process” to assess reasonable
15 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
16 Defendant admits Officer Sabella was subsequently placed on unpaid leave. Defendant admits Officer
17 Sabella was terminated but denies this occurred on May 4, 2022. Defendant is without knowledge or
18 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 177 of the
19 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
20 the remaining allegations in this Paragraph.

21 178. Defendant admits Plaintiff Mykael S. Thompson worked for CCSF for over seven years,
22 most recently as a Police Officer 4 at the San Francisco Police Department. Defendant admits on August
23 23, 2021, Officer Thompson submitted a request for an exemption from the Vaccination Policy based on
24 her alleged religious beliefs, but avers that the allegation that the request was timely is vague and
25 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
26 Determination form provided to Officer Thompson on or about August 24, 2021 stated “This Exemption
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1 is Permanent and will remain effective for the duration of the vaccination requirement.” Defendant
2 admits it initially approved the request on August 24, 2021. Defendant admits her exemption was
3 rescinded after a subsequent review on September 29, 2021. Defendant admits that unlike the prior
4 approval, it checked the following four boxes on its exemption determination form: “Documentation
5 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
6 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
7 and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
8 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
9 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
10 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
11 treatment of Officer Thompson underscores the pretext of the City’s religious accommodation denials.”
12 Defendant denies blindly checking every box and further denies this directly contradicted what had been
13 implied earlier when his accommodation request was granted. Defendant denies she was never offered
14 or provided any “interactive process” to assess reasonable accommodations, and further denies that
15 testing or natural immunity were reasonable accommodations. Defendant denies that Officer Thompson
16 was bullied or harassed. Defendant admits she was placed on paid leave but denies it was on October 13,
17 2021. Defendant admits Officer Thompson was then placed on unpaid leave on November 13, 2021.
18 Defendant admits Officer Thompson was terminated on April 21, 2022. Defendant denies its actions
19 were unlawful or caused Officer Thompson to have to liquidate all of her financial accounts in order to
20 financially survive, thus rendering her financial future uncertain. Defendant further denies she has also
21 suffered a strain on her mental health, her family, and her ability to obtain future employment due to the
22 stigma of termination. Defendant denies the allegation that “a snapshot of the culture created by CCSF’s
23 dogmatic adherence to a no-accommodation policy reveals that a hard-working Officer, who had
24 recently been given Field Training Officer status, was ostracized and stigmatized by supervisors and co-
25 workers for getting terminated rather than violating her faith.” Defendant is without knowledge or
26 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 178 of the
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1 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
2 the remaining allegations in this Paragraph.

3 179. Defendant admits Plaintiff Robby Winston Willkom was a Police Officer, although it
4 denies he was a Police Officer 3, at the San Francisco Police Department for over eight years. Defendant
5 admits Officer Willkom submitted a request for an exemption from the Vaccination Policy based on his
6 alleged religious beliefs, but denies this was on August 18, 2021, and avers that the allegation that the
7 request was timely is vague and ambiguous, and on that basis, denies it. Defendant further admits that
8 the Reasonable Accommodation Determination form provided to Officer Willkom on or about the same
9 day stated "This Exemption is Permanent and will remain effective for the duration of the vaccination
10 requirement." Defendant admits it initially approved the request but denies it was the same day he
11 submitted the request. Defendant admits his exemption was rescinded after a subsequent review on
12 September 29, 2021. Defendant admits that unlike the prior approval, it checked the following four
13 boxes on its exemption determination form: "Documentation Insufficient to Show a Conflict Between
14 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation
15 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
16 Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue
17 Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person
18 employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that
19 "As with other police officers, CCSF's treatment of Officer Willkom underscores the pretext of the
20 City's religious accommodation denials." Defendant denies blindly checking every box as a possible
21 reason and further denies this directly contradicted what had been implied earlier when his
22 accommodation request was granted. Defendant denies he was never offered or provided any
23 "interactive process" to assess reasonable accommodations, and further denies that testing or natural
24 immunity were reasonable accommodations. Defendant admits it considered placing Officer Willkom on
25 paid administrative leave but did not because he was on FMLA leave. Defendant denies it attempted to
26 place Officer Willkom on paid administrative leave on October 13, 2021. Defendant admits Officer
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1 Willkom was placed on administrative leave when he returned from FMLA leave on November 20,
2 2021. Defendant admits he was placed on unpaid leave two days after Christmas. Defendant admits
3 Officer Willkom was terminated but denies it was on April 20, 2022. Defendant denies its actions
4 caused undue stress on Officer Willkom and his family. Defendant is without knowledge or information
5 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 179 of the Complaint
6 and on that basis denies them. To the extent a further response is required, Defendant denies the
7 remaining allegations in this Paragraph.

8 180. Defendant admits Plaintiff Krystel Fortie has worked for CCSF for over six years, most
9 recently as a Police Officer 2 at the San Francisco Police Department. Defendant admits on August 26,
10 2021, Officer Fortie submitted a religious exemption request on the basis of her alleged religious beliefs,
11 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
12 denies it. Defendant further admits that the Reasonable Accommodation Determination form provided to
13 Officer Fortie on or about August 31, 2021 stated "This Exemption is Permanent and will remain
14 effective for the duration of the vaccination requirement." Defendant admits it initially approved the
15 request on August 31, 2021. Defendant admits her exemption was rescinded on September 30, 2021, but
16 avers that the allegation that "others who applied early" is vague and ambiguous, and on that basis,
17 Defendant denies it. Defendant admits that unlike the prior approval, it checked the following four boxes
18 on its exemption determination form: "Documentation Insufficient to Show a Conflict Between
19 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation
20 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
21 Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue
22 Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person
23 employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that
24 "As with other police officers, CCSF's treatment of Officer Fortie underscores the pretext of the City's
25 religious accommodation denials." Defendant denies blindly checking every box as a possible reason
26 and further denies this directly contradicted what had been implied earlier when his accommodation
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1 request was granted. Defendant denies she was never offered or provided any “interactive process” to
2 assess reasonable accommodations, and further denies that testing or natural immunity were reasonable
3 accommodations. Defendant admits around October 1, 2021, Officer Fortie went on disability leave.
4 Defendant denies she was placed on modified duty at the end of February 2022, but denies it was
5 nominal. Defendant denies the allegation that modified duty “is not an accommodation but merely a
6 status that employees, who have been injured at work, are allowed to go on that provides them further
7 time to heal while working in a less physical capacity.” Defendant further denies she was immediately
8 placed on a 30 day paid suspension on March 4, 2022. Defendant admits Officer Fortie was returned to
9 “full duty” but denies this occurred in June or July of 2022. Defendant denies Officer Fortie waited “in
10 limbo” and was forced to seek additional employment. Defendant further denies its actions caused her
11 significant stress. Defendant denies the stress negatively affected Officer Fortie’s health and
12 relationships, causing strain on her and her family. Defendant is without knowledge or information
13 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 180 of the Complaint
14 and on that basis denies them. To the extent a further response is required, Defendant denies the
15 remaining allegations in this Paragraph.

16 181. Defendant admits Plaintiff Stephanie Fujihara worked for the San Francisco Police
17 Department for over six years, most recently as a Police Officer 3. Defendant admits on August 25,
18 2021, Officer Fujihara submitted a request for an exemption from the Vaccination Policy on the basis of
19 her alleged religious beliefs, but avers that the allegation that the request was timely is vague and
20 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
21 Determination form provided to Officer Fujihara on or about August 27, 2021 stated “This Exemption is
22 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
23 it approved the request on August 27, 2021. Defendant admits her accommodation was rescinded after
24 further review on September 30, 2021. Defendant admits that unlike the prior approval, it checked the
25 following four boxes on its exemption determination form: “Documentation Insufficient to Show a
26 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
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1 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
2 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
3 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
4 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
5 workers, and the public. Defendant denies the allegation that “As with other police officers, CCSF’s
6 treatment of Officer Fujihara underscores the pretext of the City’s religious accommodation denials.”
7 Defendant denies blindly checking every box as a possible reason and further denies this directly
8 contradicted what had been implied earlier when his accommodation request was granted. Defendant
9 denies she was never offered or provided any “interactive process” to assess reasonable
10 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
11 Defendant admits Officer Fujihara was placed on administrative leave but denies this occurred on
12 October 13, 2021. Defendant admits she was then placed on unpaid leave on or about November 14,
13 2021, Defendant admits she was terminated but denies it was on March 16, 2022. Defendant denies its
14 actions were unlawful or caused Officer Fujihara to feel insulted and embarrassed, suffered significant
15 stress from financial instability, or that she had to spend down her savings just to afford to pay her rent.
16 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
17 remaining allegations in Paragraph 181 of the Complaint and on that basis denies them. To the extent a
18 further response is required, Defendant denies the remaining allegations in this Paragraph.

19 182. Defendant admits Plaintiff James Kenneth Lewis III worked for the San Francisco Police
20 Department for over six years, most recently as a Police Officer. Defendant admits on October 12, 2021,
21 Officer Lewis submitted a request for an exemption from the Vaccination Policy based on his alleged
22 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
23 on that basis, denies it. Defendant denies the allegation that “Officer Lewis never heard back regarding
24 his religious exemption request.” Defendant denies there was never any “interactive process” to assess
25 reasonable accommodations, and further denies that testing or natural immunity were reasonable
26 accommodations. Defendant admits Officer Lewis was placed on unpaid non-disciplinary leave in
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1 January 2022. Defendant admits he was terminated but denies it was on May 4, 2022. Defendant is
2 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
3 in Paragraph 182 of the Complaint and on that basis denies them. To the extent a further response is
4 required, Defendant denies the remaining allegations in this Paragraph.

5 183. Defendant admits Plaintiff Viola Christina Molano McCall worked for CCSF for over
6 four years, most recently as a Police Officer at the San Francisco Police Department. Defendant admits
7 on August 16, 2021, Officer McCall submitted a request for an exemption from the Vaccination Policy
8 based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague
9 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
10 Accommodation Determination form provided to Officer McCall on or about August 17, 2021 stated
11 “This Exemption is Permanent and will remain effective for the duration of the vaccination requirement”
12 but avers that the allegation that “others who applied early” is vague and ambiguous, and on that basis,
13 Defendant denies it. Defendant admits it initially approved the request on August 17, 2021. Defendant
14 admits her exemption was rescinded after further review on September 29, 2021. Defendant admits that
15 unlike the prior approval, it checked the following four boxes on its exemption determination form:
16 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
17 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
18 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
19 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
20 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
21 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
22 CCSF’s treatment of Officer McCall underscores the pretext of the City’s religious accommodation
23 denials.” Defendant denies blindly checking every box as a possible reason and further denies this
24 directly contradicted what had been implied earlier when his accommodation request was granted.
25 Defendant denies she was never offered or provided any “interactive process” to assess reasonable
26 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
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1 Defendant admits Officer McCall was placed on leave but denies this was on October 15, 2021.
2 Defendant admits on November 15, 2021, she was placed on unpaid leave. Defendant admits she was
3 terminated on April 21, 2022. Defendant denies throughout the process Officer McCall was shamed by
4 her co-workers for not getting the vaccine. Defendant denies she was forced to move out of state to seek
5 new employment. Defendant further denies the City's actions caused her undue stress and insomnia.
6 Defendant denies she was forced to liquidate her pension, deplete her savings and seek loans from
7 family members. Defendant is without knowledge or information sufficient to form a belief as to the
8 truth of the remaining allegations in Paragraph 183 of the Complaint and on that basis denies them. To
9 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

10 184. Defendant admits Plaintiff Dennis Charles Tupper, Jr. worked as a Police Officer 2 at the
11 San Francisco Police Department for over five years. Defendant admits on August 16, 2021, Officer
12 Tupper submitted a request for an exemption from the Vaccination Policy based on his alleged religious
13 beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that
14 basis, denies it. Defendant further admits that the Reasonable Accommodation Determination form
15 provided to Officer Tupper on or about August 17, 2021 stated "This Exemption is Permanent and will
16 remain effective for the duration of the vaccination requirement." Defendant admits it initially approved
17 the request on August 17, 2021. Defendant admits his exemption was rescinded in September of 2021
18 after further review. Defendant admits it checked the following four boxes on its exemption
19 determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement
20 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
21 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
22 from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City."
23 Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a
24 danger to themselves, workers, and the public. Defendant denies the allegation that "As with other
25 police officers, CCSF's treatment of Officer Tupper underscores the pretext of the City's religious
26 accommodation denials." Defendant denies blindly checking every box and further denies this directly
27

1 contradicted what had been implied earlier when his accommodation request was granted. Defendant
2 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
3 and further denies that testing or natural immunity were reasonable accommodations. Defendant denies
4 he was placed on unpaid administrative leave on October 13, 2021. Defendant admits Officer Tupper
5 resigned but denies it was on November 14, 2021, and also denies that he did so under duress.
6 Defendant denies Officer Tupper was forced to pull from his deferred compensation and use savings to
7 pay bills. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
8 remaining allegations in Paragraph 184 of the Complaint and on that basis denies them. To the extent a
9 further response is required, Defendant denies the remaining allegations in this Paragraph.

10 185. Defendant admits Plaintiff Joshua Collin Tupper worked for CCSF for over four years,
11 most recently as a Police Officer in the San Francisco Police Department. Defendant admits on August
12 17, 2021, Officer Tupper submitted a request for an exemption from the Vaccination Policy based on his
13 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
14 ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable Accommodation
15 Determination form provided to Officer Tupper on or about August 17, 2021 stated “This Exemption is
16 Permanent and will remain effective for the duration of the vaccination requirement.” Defendant admits
17 it initially approved the request on August 17, 2021. Defendant denies he was never offered or provided
18 any “interactive process” to assess reasonable accommodations such as testing or consideration of
19 natural immunity. Defendants admit his exemption was subsequently placed under further review.
20 Defendant admits he was placed on unpaid administrative leave but denies it was on November 15,
21 2021. Defendant admits Officer Tupper resigned in January of 2022, but denies he did so under duress.
22 Defendant denies he had no choice but to move out of state for an employment opportunity. Defendant
23 further denies its actions caused him significant stress, which led to sleepless nights and poor eating
24 habits. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
25 remaining allegations in Paragraph 185 of the Complaint and on that basis denies them. To the extent a
26 further response is required, Defendant denies the remaining allegations in this Paragraph.

1 186. Defendant admits Plaintiff Herschel Julian Ticzon worked as a Police Officer at the San
2 Francisco Police Department but denies it was for over three years. Defendant admits on September 16,
3 2021, Officer Ticzon submitted a request for an exemption from the Vaccination Policy based on his
4 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
5 ambiguous, and on that basis, denies it. Defendant admits the request was denied on September 29,
6 2021. Defendant admits that it checked the following four boxes on its exemption determination form:
7 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
8 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
9 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
10 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
11 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
12 themselves, workers, and the public. Defendant denies the allegation that “As with other police officers,
13 CCSF’s treatment of Officer Ticzon underscores the pretext of the City’s religious accommodation
14 denials.” Defendant denies blindly checking every box as a possible reason. Defendant denies he was
15 never offered or provided any “interactive process” to assess reasonable accommodations, and further
16 denies that testing or natural immunity were reasonable accommodations. Defendant admits he was
17 placed on paid leave but denies it was on September 24, 2021. Defendant further admits Officer Ticzon
18 was placed on unpaid leave but denies this was on December 16, 2021. Defendant admits Officer Ticzon
19 resigned but denies it was effective February 1, 2022, or that he did so under duress. Defendant is
20 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
21 in Paragraph 186 of the Complaint and on that basis denies them. To the extent a further response is
22 required, Defendant denies the remaining allegations in this Paragraph.

23 187. Defendant admits Plaintiff Carson Robert Schilling worked for CCSF for over two years,
24 most recently as a Police Officer at the San Francisco Police Department. Defendant admits on August
25 26, 2021, he submitted a request for an exemption from the Vaccination Policy based on his alleged
26 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
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1 on that basis, denies it. Defendant further admits that the Reasonable Accommodation Determination
2 form provided to Officer Schilling on or about August 31, 2021 stated “This Exemption is Permanent
3 and will remain effective for the duration of the vaccination requirement.” Defendant admits it initially
4 approved the request on August 31, 2021. Defendant admits his exemption was rescinded on September
5 29, 2021 after a subsequent review. Defendant admits that unlike the prior approval, it checked the
6 following four boxes on its exemption determination form: “Documentation Insufficient to Show a
7 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
8 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
9 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
10 Accommodation Would Result in Undue Hardship for the City.” Defendant denies the allegation that
11 “As with other police officers, CCSF’s treatment of Officer Schilling underscores the pretext of the
12 City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible
13 reason and further denies this directly contradicted what had been implied earlier when his
14 accommodation request was granted. Defendant denies he was never offered or provided any
15 “interactive process” to assess reasonable accommodations, and further denies that testing or natural
16 immunity were reasonable accommodations. Defendant admits Officer Schilling was placed on
17 administrative leave on October 14, 2021, and then placed on unpaid leave but denies he was placed on
18 unpaid leave at the beginning of December 2021. Defendant admits he resigned on or about January 10,
19 2022, but denies that he did so under duress. Defendant denies it caused Officer Schilling to suffer great
20 financial strain. Defendant also denies he was forced to spend most of his life saving in order to pay his
21 bills. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
22 remaining allegations in Paragraph 187 of the Complaint and on that basis denies them. To the extent a
23 further response is required, Defendant denies the remaining allegations in this Paragraph.

24 188. Defendant admits Plaintiff Sarah Badr worked as a Police Officer for over a year at the
25 San Francisco Police Department. Defendant admits on August 11, 2021, Officer Badr submitted a
26 request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers
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1 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it.

2 Defendant further admits that the Reasonable Accommodation Determination form provided to Officer

3 Badr on or about August 13, 2021 stated “This Exemption is Permanent and will remain effective for the

4 duration of the vaccination requirement.” Defendant admits it initially approved the request on August

5 13, 2021. Defendant admits her exemption was rescinded on September 29, 2021, but avers that the

6 allegation “like the others who applied early” is vague and ambiguous, and on that basis, Defendant

7 denies it. Defendant admits that unlike the prior approval, it checked the following four boxes on its

8 exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination

9 Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose

10 a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent

11 Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship

12 for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee

13 presents a danger to themselves, workers, and the public. Defendant denies the allegation that “As with

14 other police officers, CCSF’s treatment of Officer Badr underscores the pretext of the City’s religious

15 accommodation denials.” Defendant denies blindly checking every box as a possible reason and further

16 denies this directly contradicted what had been implied earlier when his accommodation request was

17 granted. Defendant denies she was never offered or provided any “interactive process” to assess

18 reasonable accommodations, and further denies that testing or natural immunity were reasonable

19 accommodations. Defendant admits Officer Badr was placed on administrative leave on October 14,

20 2021 and then placed on unpaid leave on November 14, 2021. Defendant admits she resigned on or

21 about January 13, 2022, but denies she did so under duress. Defendant denies its actions caused Officer

22 Badr to prematurely withdraw cash from a retirement fund to be able to sustain and not lose her home

23 that she recently purchased. Defendant is without knowledge or information sufficient to form a belief as

24 to the truth of the remaining allegations in Paragraph 188 of the Complaint and on that basis denies

25 them. To the extent a further response is required, Defendant denies the remaining allegations in this

26 Paragraph.

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1 189. Defendant admits Plaintiff Kiera Noelle O'Shea was employed by CCSF for over one
2 year, most recently as a Police Officer at the San Francisco Police Department. Defendant admits on
3 August 29, 2021, Officer O'Shea submitted a request for an exemption from the Vaccination Policy
4 based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague
5 and ambiguous, and on that basis, denies it. Defendant further admits that the Reasonable
6 Accommodation Determination form provided to Officer O'Shea on or about August 31, 2021 stated
7 "This Exemption is Permanent and will remain effective for the duration of the vaccination
8 requirement." Defendant admits it initially approved the request on August 31, 2021. Defendant admits
9 her exemption was rescinded September 24, 2021 after further review. Defendant admits that unlike the
10 prior approval, it checked the following four boxes on its exemption determination form:
11 "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
12 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
13 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
14 Essential Function(s); Accommodation Would Result in Undue Hardship for the City." Defendant
15 denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to
16 themselves, workers, and the public. Defendant denies the allegation that "As with other police officers,
17 CCSF's treatment of Officer O'Shea underscores the pretext of the City's religious accommodation
18 denials." Defendant denies blindly checking every box as a possible reason and further denies this
19 directly contradicted what had been implied earlier when her accommodation request was granted.
20 Defendant denies she was never offered or provided any "interactive process" to assess reasonable
21 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
22 Defendant admits Officer O'Shea was placed on paid administrative leave but denies this was on
23 October 13, 2021. Defendant admits she was placed on unpaid leave but denies it was on November 12,
24 2021. Defendant admits she was terminated but denies it was on April 25, 2022. Defendant denies it
25 caused Officer O'Shea to suffer stress and a feeling of isolation from friends, family, and co-workers.
26 Defendant further denies she was forced to drain her savings to pay for food, shelter, and bills as a result
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1 of being terminated. Defendant is without knowledge or information sufficient to form a belief as to the
 2 truth of the remaining allegations in Paragraph 189 of the Complaint and on that basis denies them. To
 3 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

4 **San Francisco Department of Public Health (22 Plaintiffs)**

5 190. Defendant admits Plaintiff Marylin Taylor worked for CCSF for almost 30 years, most
 6 recently as a Nursing Staff Assistant at San Francisco General Hospital. Defendant admits Ms. Taylor
 7 submitted an exemption request based on her alleged religious beliefs, but denies it was in July of 2021
 8 and avers that the allegation that the exemption request was timely is vague and ambiguous, and on that
 9 basis, denies it. Defendant admits Ms. Taylor's accommodation request was denied but denies it was six
 10 months later, on January 7, 2022.

11 Defendant admits it checked the following four boxes on its exemption determination form:
 12 "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
 13 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
 14 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
 15 Essential Function(s); Accommodation Would Result in Undue Hardship for the City," but denies that it
 16 did so without evidence. Defendant denies it is an "unsubstantiated belief" that an unvaccinated person
 17 employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that
 18 "CCSF's treatment of Ms. Taylor underscores the pretext of the City's religious accommodation
 19 denials." Defendant denies blindly checking every box as a possible reason. Defendant admits Ms.
 20 Taylor retired on March 1, 2022 but denies this was under duress. Defendant denies she was never
 21 offered or provided any "interactive process" to assess reasonable accommodations, and further denies
 22 that testing or natural immunity were reasonable accommodations. Defendant is without knowledge or
 23 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 190 of the
 24 Complaint and on that basis denies them of the Complaint and on that basis denies them. To the extent a
 25 further response is required, Defendant denies the remaining allegations in this Paragraph.

26 191. Defendant is without knowledge or information sufficient to form a belief as to the truth
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1 of the allegations in Paragraph 191 of the Complaint and on that basis denies them. To the extent a
2 further response is required, Defendant denies the remaining allegations in this Paragraph.

3 192. Defendant admits Plaintiff Robert Seth Geller worked for CCSF but denies it was for
4 over 23 years. Defendant admits Mr. Geller most recently worked as a Patient Accounts Supervisor at
5 the Department of Public Health. Defendant admits on September 27, 2021, Mr. Geller submitted a
6 request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers
7 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it.
8 Defendant admits the request was denied on November 29, 2021. Defendant admits it checked the
9 following four boxes on its exemption determination form: "Documentation Insufficient to Show a
10 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
11 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
12 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
13 Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
14 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
15 workers, and the public. Defendant denies the allegation that "As with other Department of Public
16 Health employees, CCSF's treatment of Mr. Geller only underscores the pretext of the City's religious
17 accommodation denials." Defendant denies the allegation that the "denial blindly checked every box as a
18 reason." Defendant denies he was never offered or provided any "interactive process" to assess
19 reasonable accommodations, and further denies telework, testing, or consideration of natural immunity
20 are reasonable accommodations. Defendant admits he was placed on paid administrative leave but
21 denies it became effective on November 14, 2021. Defendant admits he retired on April 1, 2022 but
22 denies it was under duress. Defendant denies that its actions were unlawful and that they caused Mr.
23 Geller to lose "a recently attained supervisory position for which he had worked years to attain, and
24 concomitantly lost the income that was slated for his youngest daughter's college tuition." Defendant is
25 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
26 in Paragraph 192 of the Complaint and on that basis denies them. To the extent a further response is
27

1 required, Defendant denies the remaining allegations in this Paragraph.

2 193. Defendant admits Plaintiff Novia Chandra-Madejski worked for CCSF for over 18 years,
3 most recently as an IS Business Analyst-Principal at the San Francisco Department of Public Health.
4 Defendant admits on September 2, 2021, Ms. Chandra-Madejski submitted a request for an exemption
5 from the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the
6 request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits her request
7 was denied on November 16, 2021. Defendant admits it checked the following four boxes on its
8 exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination
9 Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose
10 a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent
11 Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship
12 for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee
13 presents a danger to themselves, workers, and the public. Defendant denies the allegation that "As with
14 other Department of Public Health employees, CCSF's treatment of Ms. Chandra-Madejski only
15 underscores the pretext of the City's religious accommodation denials." Defendant denies the allegation
16 that the "denial blindly checked every box as a possible reason." Defendant denies she was never
17 offered or provided any "interactive process" to assess reasonable accommodations, and further denies
18 that testing or natural immunity were reasonable accommodations. Defendant admits she was terminated
19 on or about April 22, 2022. Defendant further denies its actions were unlawful or caused strain on both
20 Ms. Chandra-Madejski's mental health and physical health that required her to seek medical treatment.
21 Defendant denies it forced her to use her family's life savings in order to cover her medical costs and
22 family daily expenses. Defendant also denies it committed any violations or cost her an opportunity to
23 realize a substantial wage increase. Defendant denies she is on disability because of its actions.
24 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
25 remaining allegations in Paragraph 193 of the Complaint and on that basis denies them. To the extent a
26 further response is required, Defendant denies the remaining allegations in this Paragraph.

1 194. Defendant admits Plaintiff Runjohnya Burgess worked for CCSF for over 14 years, most
2 recently as a Registered Nurse / Special Nurse at the Department of Public Health. Defendant admits
3 Mr. Burgess submitted an exemption request on September 27, 2021, but avers that the allegation that
4 the exemption request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits
5 it denied his request and checked the following four boxes on its exemption determination form:
6 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
7 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
8 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
9 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
10 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
11 themselves, workers, and the public. Defendant denies the allegation that “As with other Department of
12 Public Health employees, CCSF’s treatment of Mr. Burgess only underscores the pretext of the City’s
13 religious accommodation denials.” Defendant denies the allegation that the “denial blindly checked
14 every box as a possible reason.” Defendant denies he was never offered or provided any “interactive
15 process” to assess reasonable accommodations, and further denies that testing or natural immunity were
16 reasonable accommodations. Defendant admits he was terminated on or about April 1, 2022. Defendant
17 denies the allegation that the “extra stress inflicted on him by the City’s ostracization and termination
18 led directly to a separation from his wife.” Defendant denies Mr. Burgess has suffered tremendous
19 emotional stress. Defendant is without knowledge or information sufficient to form a belief as to the
20 truth of the remaining allegations in Paragraph 194 of the Complaint and on that basis denies them. To
21 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

22 195. Defendant admits Plaintiff Katrina Ann Meier worked for CCSF for over 13 years, most
23 recently as a Registered Nurse at the San Francisco Department of Public Health. Defendant admits on
24 September 29, 2021, Ms. Meier submitted a request for an exemption from the Vaccination Policy based
25 on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and
26 ambiguous, and on that basis, denies it. Defendant admits her exemption request was denied on
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1 November 17, 2021. Defendant admits it checked the following three boxes on the exemption
2 determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement
3 and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct
4 Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Prevent
5 Employee from Performing Essential Function(s)." Defendant denies it is an "unsubstantiated belief"
6 that an unvaccinated person employee presents a danger to themselves, workers, and the public.
7 Defendant denies the allegation that "As with other Department of Public Health employees, CCSF's
8 treatment of Ms. Meier only underscores the pretext of the City's religious accommodation denials."
9 Defendant denies the allegation that the "denial blindly checked every box as a possible reason."
10 Defendant denies she was never offered or provided any "interactive process" to assess reasonable
11 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
12 Defendant admits she was terminated four days before Christmas but denies it was because she failed to
13 receive a medical treatment she alleges was designed to induce artificial immunity for COVID variants
14 that were no longer prevalent. Defendant further denies Ms. Meier was forced to exhaust her savings and
15 to accumulate credit card debt. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the remaining allegations in Paragraph 195 of the Complaint and on that basis
17 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
18 this Paragraph.

19 196. Defendant admits Plaintiff Monica Lissette Gutierrez worked for CCSF for over 12 years,
20 most recently as a Registered Nurse at the San Francisco Department of Public Health. Defendant
21 admits on September 15, 2021, Ms. Gutierrez submitted a request for an exemption from the
22 Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request
23 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits her request was
24 denied on or about October 5, 2021. Defendant admits that Ms. Gutierrez submitted a 2-page letter that
25 referred to her alleged beliefs in Catholic doctrine. Defendant admits it checked the following two boxes
26 on the exemption determination form: "Documentation Insufficient to Show a Conflict Between
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1 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; and
2 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself.”
3 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
4 danger to themselves, workers, and the public. Defendant denies she was never offered or provided any
5 “interactive process” to assess reasonable accommodations, and further denies that testing or natural
6 immunity were reasonable accommodations. Defendant admits Ms. Gutierrez was terminated on or
7 about April 1, 2022 but denies it was for failure to receive a medical treatment she alleges is “designed
8 to induce artificial immunity for COVID variants that were no longer prevalent.” Defendant denies that
9 its actions caused Ms. Gutierrez to suffer high levels of depression, psychological distress, anxiety,
10 insomnia and financial hardship. Defendant is without knowledge or information sufficient to form a
11 belief as to the truth of the remaining allegations in Paragraph 196 of the Complaint and on that basis
12 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
13 this Paragraph.

14 197. Defendant admits Plaintiff Orchid Zoe Soh worked for CCSF for over 12 years, most
15 recently as a Registered Nurse at San Francisco General Hospital. Defendant admits on August 31,
16 2021, Ms. Soh submitted a request for an exemption from the Vaccination Policy based on her alleged
17 religious beliefs, but avers that the allegation that the exemption request was timely is vague and
18 ambiguous, and on that basis, denies it. Defendant admits her exemption request was denied on
19 September 30, 2021. Defendant admits it checked the following two boxes on the exemption
20 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
21 and Sincerely Held Religious Belief, Practice or Observance; and Accommodation Would Pose a Direct
22 Threat to the Health and Safety of Others and/or Yourself” but denies this was done without evidence.
23 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
24 danger to themselves, workers, and the public. Defendant denies she was never offered or provided any
25 “interactive process” to assess reasonable accommodations, and further denies that masking, testing or
26 natural immunity were reasonable accommodations. Defendant admits Ms. Soh was placed on paid
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1 administrative leave on October 1, 2021. Defendant admits she was terminated but denies this occurred
2 on April 1, 2022. Defendant denies its actions were unlawful or that they caused Ms. Soh to suffer
3 insomnia and emotional stress. Defendant is without knowledge or information sufficient to form a
4 belief as to the truth of the remaining allegations in Paragraph 197 of the Complaint and on that basis
5 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
6 this Paragraph.

7 198. Defendant admits Plaintiff Kristin C. Lavelle worked at the San Francisco Department of
8 Public Health as an Occupational Therapist. Defendant admits on September 27, 2021, Ms. Lavelle
9 submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs,
10 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
11 denies it. Defendant admits her request was denied on November 22, 2021. Defendant admits it checked
12 the following four boxes on its exemption determination form: "Documentation Insufficient to Show a
13 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
14 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
15 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
16 Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
17 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
18 workers, and the public. Defendant denies the allegation that "As with other Department of Public
19 Health employees, CCSF's treatment of Ms. Lavelle underscores the pretext of the City's religious
20 accommodation denials." Defendant denies blindly checking every box as a possible reason. Defendant
21 denies she was never offered or provided any "interactive process" to assess reasonable
22 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
23 Defendant admits Ms. Lavelle was terminated but denies it was April 1, 2022 for failure to receive a
24 medical treatment she alleges is "designed to induce artificial immunity for COVID variants that were
25 no longer prevalent." Defendant denies its actions were unlawful or caused Ms. Lavelle to suffer high
26 stress, humiliation. and financial hardship. Defendant is without knowledge or information sufficient to
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1 form a belief as to the truth of the remaining allegations in Paragraph 198 of the Complaint and on that
2 basis denies them. To the extent a further response is required, Defendant denies the remaining
3 allegations in this Paragraph.

4 199. Defendant admits Plaintiff Lusiana Barajas was a Hospital Eligibility Worker at San
5 Francisco General Hospital (SFGH) for over eight years. Defendant admits on August 30, 2021, Ms.
6 Barajas submitted a request for an exemption from the Vaccination Policy based on her alleged religious
7 beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that
8 basis, denies it. Defendant admits her request was denied on October 12, 2021 and on its exemption
9 denial determination checked the boxes “Documentation Insufficient to Show a Conflict Between
10 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; and
11 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself.”
12 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
13 danger to themselves, workers, and the public. Defendant admits Ms. Barajas provided a letter outlining
14 why abortion purportedly violates her alleged religious beliefs and that the vaccines’ purportedly tainted
15 origins cause them to conflict with those beliefs about the value of human life. Defendant denies she was
16 never offered or provided any “interactive process” to assess reasonable accommodations, and further
17 denies that testing or natural immunity were reasonable accommodations. Defendant admits Ms. Barajas
18 was placed on paid administrative leave but denies it was on September 30, 2021. Defendant admits that
19 Ms. Barajas was terminated but denies it was on April 1, 2022 or that it was a second termination.
20 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
21 remaining allegations in Paragraph 199 of the Complaint and on that basis denies them. To the extent a
22 further response is required, Defendant denies the remaining allegations in this Paragraph.

23 200. Defendant admits Plaintiff Abby Mara Thrasher worked for over eight years for CCSF as
24 a Psychiatric Occupational Therapist with the Department of Public Health at Zuckerberg San Francisco
25 General Hospital. Defendant admits on September 15, 2021, Ms. Thrasher submitted a request for an
26 exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the
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1 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
2 admits her request was denied on November 2, 2021. Defendant denies it implicitly conceded that she
3 was entitled to an exemption. Defendant admits it denied Ms. Thrasher's exemption request and admits
4 it checked the following two boxes on the exemption determination form: "Accommodation Would Pose
5 a Direct Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Result
6 in Undue Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated
7 person employee presents a danger to themselves, workers, and the public. Defendant denies she was
8 never offered or provided any "interactive process" to assess reasonable accommodations, and further
9 denies that testing or natural immunity were reasonable accommodations. Defendant admits she was
10 terminated but denies it was on April 1, 2022, and further denies that she was terminated "for failure to
11 take a vaccine that induces artificial immunity for COVID variants that were no longer prevalent."
12 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
13 remaining allegations in Paragraph 200 of the Complaint and on that basis denies them. To the extent a
14 further response is required, Defendant denies the remaining allegations in this Paragraph.

15 201. Defendant admits Plaintiff Dheymanira E. Calahorrano worked for over seven years for
16 CCSF, most recently as a Health Worker II at the San Francisco Department of Public Health.
17 Defendant admits on September 24, 2021, Ms. Calahorrano submitted a request for an exemption from
18 the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the
19 request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits her request
20 was denied on November 17, 2021 and it checked the following boxes on its exemption determination
21 form: "Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
22 Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation
23 Would Result in Undue Hardship for the City." Defendant denies the allegation that "As with other
24 Department of Public Health employees, CCSF's treatment of Mr. Burgess only underscores the pretext
25 of the City's religious accommodation denials." Defendant denies it is an "unsubstantiated belief" that
26 an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
27

1 denies she was never offered or provided any “interactive process” to assess reasonable
2 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
3 Defendant admits she was referred to the 60-day Citywide Job Search but denies it was on December 6,
4 2021. Defendant admits her job search expired without a vacancy. Defendant denies she remains on
5 unpaid leave. Defendant denies its actions left Ms. Calahorrano with no income, caused severe financial
6 strain and prevented her from being promoted. Defendant denies it caused her stress or forced her to
7 seek therapy as soon as she can afford it. Defendant is without knowledge or information sufficient to
8 form a belief as to the truth of the remaining allegations in Paragraph 201 of the Complaint and on that
9 basis denies them. To the extent a further response is required, Defendant denies the remaining
10 allegations in this Paragraph.

11 202. Defendant admits Plaintiff Leonidas Rosales Escalante worked for CCSF for over six
12 years, most recently as an Institution Utility Worker at the San Francisco Department of Public Health.
13 Defendant admits on September 29, 2021, Mr. Rosales submitted a request for an exemption from the
14 Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request
15 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Mr. Rosales was
16 placed on paid leave at the beginning of October and then his request was denied on November 30,
17 2021. Defendant admits it checked the following four boxes on its exemption determination form:
18 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
19 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
20 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
21 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
22 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
23 themselves, workers, and the public. Defendant admits Mr. Rosales’s attorney submitted a letter
24 asserting that abortion purportedly violates Mr. Rosale’s alleged religious beliefs and that the vaccines’
25 alleged origins purportedly cause them to conflict with those alleged beliefs about the value of human
26 life. Defendant denies the allegation that “As with other Department of Public Health employees,
27

1 CCSF's treatment of Mr. Rosales underscores the pretext of the City's religious accommodation
2 denials." Defendant denies blindly checking every box as a possible reason. Defendant denies he was
3 never offered or provided any "interactive process" to assess reasonable accommodations, and further
4 denies that testing or natural immunity were reasonable accommodations. Defendant admits he was
5 terminated but denies it was on April 1, 2022. Defendant is without knowledge or information sufficient
6 to form a belief as to the truth of the remaining allegations in Paragraph 202 of the Complaint and on
7 that basis denies them. To the extent a further response is required, Defendant denies the remaining
8 allegations in this Paragraph.

9 203. Defendant admits Plaintiff Mei Zhu worked for over six years for CCSF, most recently as
10 a Medical Evaluation Assistant at San Francisco General Hospital. Defendant admits on September 15,
11 2021, Ms. Zhu submitted a request for an exemption from the Vaccination Policy based on her alleged
12 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
13 on that basis, denies it. Defendant admits she was placed on leave by the hospital on October 1, 2021.
14 Defendant further admits her request was denied but denies it was on November 12, 2021. Defendant
15 admits it denied the exemption request and checked the following boxes on the exemption determination
16 form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely
17 Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the
18 Health and Safety of Others and/or Yourself; and Accommodation Would Prevent Employee from
19 Performing Essential Function(s)" but denies it was without evidence. Defendant denies it is an
20 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
21 workers, and the public. Defendant denies she was never offered or provided any "interactive process"
22 to assess reasonable accommodations, and further denies that testing or natural immunity were
23 reasonable accommodations. Defendant denies Ms. Zhu was reinstated. Defendant admits Ms. Zhu was
24 placed on leave on December 10, 2021 but denies it was unpaid. Defendant admits she was terminated
25 but denies it was on April 1, 2022 or that it was a second termination. Defendant is without knowledge
26 or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 203 of
27

1 the Complaint and on that basis denies them. To the extent a further response is required, Defendant
2 denies the remaining allegations in this Paragraph.

3 204. Defendant admits Plaintiff Nicole Bowman was employed by CCSF for over four years,
4 most recently as a Senior Clerk at the San Francisco Department of Public Health. Defendant admits on
5 September 1, 2021, Ms. Bowman submitted an exemption request based on her alleged religious beliefs
6 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
7 denies it. Defendant admits it denied her request on October 12, 2021. Defendant admits it checked the
8 following boxes on the exemption determination form: “Documentation Insufficient to Show a Conflict
9 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance;
10 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself.”
11 Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a
12 danger to themselves, workers, and the public. Defendant denies she was never offered or provided any
13 “interactive process” to assess reasonable accommodations, and further denies that testing or natural
14 immunity were reasonable accommodations. Defendant denies that it coerced Ms. Bowman or that she
15 “succumbed” to any alleged coercion, or that Ms. Bowman took the vaccine under duress on January 28,
16 2022. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
17 remaining allegations in Paragraph 204 of the Complaint and on that basis denies them. To the extent a
18 further response is required, Defendant denies the remaining allegations in this Paragraph.

19 205. Defendant admits Plaintiff Meagen Carolyn Clendenen has worked for CCSF for over
20 four years, most recently as a Registered Nurse at the San Francisco Department of Public Health.
21 Defendant admits on September 29, 2021, Ms. Clendenen submitted a request for an exemption from the
22 Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request
23 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits she was placed on
24 leave at the beginning of October. Defendant admits her request was denied on November 22, 2021.
25 Defendant admits it checked the following boxes on the exemption determination form:
26 “Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
27

1 Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation
2 Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an
3 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
4 denies she was never offered or provided any “interactive process” to assess reasonable
5 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
6 Defendant admits Ms. Clendenen was referred to the 60-day Citywide Job Search but denies it was
7 futile. Defendant admits her job search expired without a suitable vacancy. Defendant is without
8 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
9 Paragraph 205 of the Complaint and on that basis denies them. To the extent a further response is
10 required, Defendant denies the remaining allegations in this Paragraph.

11 206. Defendant admits Plaintiff Cora Hermoso worked as a Technology Expert I for the CCSF
12 Department of Public Health for the past three years. Defendant admits on December 10, 2021, Ms.
13 Hermoso submitted a religious exemption request explaining her purported need for an accommodation
14 under the Vaccination Policy based on her alleged religious beliefs. Defendant admits her request was
15 denied but denies it was denied on Christmas Day, 2021. Defendant admits it checked the following four
16 boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between
17 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation
18 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
19 Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue
20 Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
21 employee presents a danger to themselves, workers, and the public. Defendant denies the allegation that
22 “As with other Department of Public Health employees, CCSF’s treatment of Ms. Hermoso underscores
23 the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every
24 box as a possible reason. Defendant denies she was never offered or provided any “interactive process”
25 to assess reasonable accommodations, and further denies that testing or natural immunity were
26 reasonable accommodations. Defendant denies it was “clearly motivated by coercion and punishment,
27

not safety.” Defendant admits Ms. Hermoso was terminated but denies it was two days after Christmas. Defendant denies that its actions forced Ms. Hermoso to suffer depression, anger and insomnia, and caused her to need to see a psychiatrist and therapist. Defendant further denies she was forced to use up her retirement savings. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 206 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

207. Defendant admits that Plaintiff Jessica Lynn Johnson worked for CCSF for over three years, most recently as a Vocational Health Nurse Team Leader at the Department of Public Health. Defendant admits that Ms. Johnson resigned but denies that it was on September 30, 2021 and denies that her resignation was under duress. Defendant denies that Ms. Johnson suffered harassment from her supervisor and discrimination t work, leading to extreme health and emotional issues, knowing that she would not be granted an accommodation and threatened with termination. Defendant denies its actions caused Ms. Johnson to suffer rejection, ridicule, and psychological abuse by her superiors and co-workers. Defendant denies she had no choice but to relocate to Florida. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 207 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

208. Defendant admits Plaintiff Karlyne Michelle Konczal was a Behavioral Health Team Leader at the San Francisco Department of Public Health for over three years. Defendant admits on September 13, 2021, Ms. Konczal submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Ms. Konczal resigned but denies it was under duress or that it was on September 30, 2021. Defendant denies she had been ostracized by supervisors and co-workers for declining to take the vaccine. Defendant further denies its actions caused Ms. Konczal to suffer from a severe panic and anxiety disorder. Defendant denies Ms. Konczal was

1 forced to leave the San Francisco Bay area in order to be employed. Defendant is without knowledge or
2 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 208 of the
3 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
4 the remaining allegations in this Paragraph.

5 209. Defendant admits Plaintiff Juan Pablo Poncia worked for CCSF for over three years,
6 most recently as a Registered Nurse at San Francisco General Hospital. Defendant admits on September
7 10, 2021, Mr. Poncia submitted a request for an exemption from the Vaccination Policy based on his
8 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
9 ambiguous, and on that basis, denies it. Defendant admits Mr. Poncia's request was denied but denies it
10 was denied on October 21, 2021. Defendant admits it checked the following two boxes on its exemption
11 determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement
12 and Sincerely Held Religious Belief, Practice or Observance; and Accommodation Would Pose a Direct
13 Threat to the Health and Safety of Others and/or Yourself" but denies it was without evidence.
14 Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a
15 danger to themselves, workers, and the public. Defendant denies he was never offered or provided any
16 "interactive process" to assess reasonable accommodations, and further denies that testing or natural
17 immunity were reasonable accommodations. Defendant admits Mr. Poncia was terminated but denies it
18 was on April 1, 2022 or that it was a second termination. Defendant is without knowledge or
19 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 209 of the
20 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
21 the remaining allegations in this Paragraph.

22 210. Defendant admits Plaintiff Nubia Vargas has worked for CCSF for over three years, most
23 recently as a Hospital Eligibility Worker at the San Francisco Department of Public Health. Defendant
24 admits Ms. Vargas submitted a request for an exemption from the Vaccination Policy based on her
25 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
26 ambiguous, and on that basis, denies it and denies she submitted it on September 13, 2021. Defendant
27

1 admits the request was denied but denies it was denied two days later. Defendant further admits the City
2 checked three boxes on the exemption determination form: “Accommodation Would Pose a Direct
3 Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee
4 from Performing Essential Function(s); and Accommodation Would Result in Undue Hardship for the
5 City.” Defendant denies she was never offered or provided any “interactive process” to assess
6 reasonable accommodations, and further denies that testing or natural immunity were reasonable
7 accommodations. Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
8 employee presents a danger to themselves, workers, and the public. Defendant admits she was
9 subsequently referred to the 60-day Citywide Job Search that expired without a suitable vacancy.
10 Defendant admits she separated on August 31, 2022. Defendant denies it is aware that Ms. Vargas was
11 naturally immune to the virus. Defendant denies the allegation that it has a commitment to punish the
12 unvaccinated. Defendant denies that it did not want to reasonably accommodate its employees.
13 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations in Paragraph 210 of the Complaint and on that basis denies them. To the extent a
15 further response is required, Defendant denies the remaining allegations in this Paragraph.

16 211. Defendant admits Plaintiff Kaitlyn Michelle Valencia worked for CCSF for over two
17 years, most recently as a Registered Nurse at San Francisco General Hospital. Defendant admits Ms.
18 Valencia submitted a request for an exemption from the Vaccination Policy based on her alleged
19 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
20 on that basis, denies it and denies this was submitted on September 9, 2021. Defendant admits her
21 request was denied on October 20, 2021. Defendant admits it denied the exemption request and checked
22 the following boxes on the exemption determination form: “Documentation Insufficient to Show a
23 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
24 Observance; and Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
25 Yourself” but denies it was without evidence. Defendant denies it is an “unsubstantiated belief” that an
26 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
27

1 admits she submitted a 4-page outline of her alleged religious beliefs. Defendant admits Ms. Valencia
2 was terminated but denies it was on April 1, 2022. Defendant denies she was never offered or provided
3 any “interactive process” to assess reasonable accommodations, and further denies that testing or natural
4 immunity were reasonable accommodations. Defendant also denies it cost Ms. Valencia over 11 months
5 of income and health insurance for herself and her husband. Defendant is without knowledge or
6 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 211 of the
7 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
8 the remaining allegations in this Paragraph.

9 **San Francisco Public Utilities Commission (21 Plaintiffs)**

10 212. Defendant admits Plaintiff Joseph John Casteel worked for CCSF for over 32 years, most
11 recently as Water and Power Maintenance Supervisor at the Hetch Hetchy Water & Power facility, a
12 division of the San Francisco Public Utilities Commission. Defendant admits that Mr. Casteel submitted
13 a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers
14 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it.
15 Defendant admits his request was denied on October 19, 2021. Defendant admits it checked the
16 following box on the exemption determination form: “Documentation Insufficient to Show a Conflict
17 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.”
18 Defendant admits Mr. Casteel provided a letter asserting that the vaccines’ alleged tainted origins cause
19 them to conflict with his alleged beliefs about the value of human life, in addition to a 3-page response
20 to the questions he received. Defendant denies challenging his initial religious beliefs response.
21 Defendant denies the responses that Mr. Casteel submitted could not have been credibly deemed not to
22 evidence a sincere religious belief. Defendant denies it ignored his alleged sincere religious belief and
23 that it was “clearly documented,” and further denies he was never offered or provided any “interactive
24 process” to assess reasonable accommodations, and further denies that testing or natural immunity were
25 reasonable accommodations. Defendant admits after a period of administrative leave he was terminated,
26 but denies it was on April 1, 2022. Defendant denies that Mr. Casteel retired under duress. Defendant
27

1 further denies its actions have caused him severe stress. Defendant is without knowledge or information
2 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 212 of the Complaint
3 and on that basis denies them. To the extent a further response is required, Defendant denies the
4 remaining allegations in this Paragraph.

5 213. Defendant admits Plaintiff John Joseph Mullen worked for CCSF for over 25 years, most
6 recently as an Operating Engineer at the San Francisco Public Utilities Commission. Defendant admits
7 on October 4, 2021, Mr. Mullen submitted a request for an exemption from the Vaccination Policy
8 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
9 and ambiguous, and on that basis, denies it. Defendant admits it denied his exemption request but denies
10 it was the same day. Defendant admits it checked the following box on the exemption determination
11 form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely
12 Held Religious Belief, Practice or Observance" and denies that its denial of his request was
13 "embarrassing," and that it "obviously" did not consider his views. Defendant denies he was never
14 offered or provided any "interactive process" to assess reasonable accommodations, and further denies
15 that testing or natural immunity were reasonable accommodations. Defendant admits Mr. Mullen was on
16 paid leave for November and December. Defendant denies Mr. Mullen took the vaccine under duress on
17 March 28, 2022 after almost three months without work. Defendant admits it terminated Mr. Mullen but
18 denies it was on April 1, 2022 and further denies it was a form of punishment for failure to meet the
19 vaccination deadline. Defendant is without knowledge or information sufficient to form a belief as to the
20 truth of the remaining allegations in Paragraph 213 of the Complaint and on that basis denies them. To
21 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

22 214. Defendant admits Plaintiff Ronald Michael Tolentino worked for CCSF for over 24
23 years, most recently as an Auto Machinist Assistant Supervisor at the San Francisco Public Utilities
24 Commission. Defendant admits on September 28, 2021, Mr. Tolentino submitted a request for an
25 exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the
26 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
27

1 admits it checked the following box on the exemption determination form: “Documentation Insufficient
2 to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
3 Observance” and denies it claimed his religious beliefs were insincere. Defendant denies he was never
4 offered or provided any “interactive process” to assess reasonable accommodations, and further denies
5 that testing or natural immunity were reasonable accommodations. Defendant admits Mr. Tolentino was
6 terminated but denies it was on April 1, 2022 or that it was a second termination. Defendant denies he
7 retired under duress. Defendant is without knowledge or information sufficient to form a belief as to the
8 truth of the remaining allegations in Paragraph 214 of the Complaint and on that basis denies them. To
9 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

10 215. Defendant admits Plaintiff Owen Glen Brantley III worked as a Truck Driver at the San
11 Francisco Public Utilities Commission for over 22 years. Defendant admits he notified HR that he
12 contracted COVID-19 in December 2020, and that he was given approved leave. Defendant admits on
13 October 1, 2021, Mr. Brantley submitted a request for an exemption from the Vaccination Policy based
14 on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and
15 ambiguous, and on that basis, denies it. Defendant admits Mr. Grantley submitted a 3-page statement
16 outlining his purported beliefs, which were detailed in a letter sent from his attorney. Defendant admits
17 it checked the following box on the exemption determination form: “Documentation Insufficient to
18 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
19 Observance,” and denies it claimed his religious belief was insincere.

20 Defendant admits Mr. Brantley submitted a request for a medical exemption from the
21 Vaccination Policy based on his alleged medical condition, but avers that the allegation that the request
22 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits the request was
23 denied the following day. Defendant admits Mr. Brantley submitted a Health Care Provider Certification
24 Form signed by his care provider. Defendant admits it checked the following box on its exemption
25 determination form: “Medical Documentation Inadequate/Not Submitted.” Defendant admits he was
26 placed on administrative leave on November 1, 2021. Defendant admits Mr. Brantley was terminated
27

1 but denies it was on April 1, 2022. Defendant denies its actions have caused Mr. Brantley to suffer stress,
2 anxiety, insomnia, and depression. Defendant denies Mr. Brantley is unable to start a new career at his
3 purportedly advanced age. Defendant is without knowledge or information sufficient to form a belief as
4 to the truth of the remaining allegations in Paragraph 215 of the Complaint and on that basis denies
5 them. To the extent a further response is required, Defendant denies the remaining allegations in this
6 Paragraph.

7 216. Defendant admits Plaintiff Kevin Russell Gustafson worked for CCSF for over 21 years,
8 most recently as a Senior Stationary Engineer for the Public Utilities Commission. Defendant admits
9 Mr. Gustafson submitted a request for an exemption from the Vaccination Policy based on his alleged
10 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
11 on that basis, denies it and further denies it was submitted on September 24, 2021. Defendant admits his
12 request was denied on October 19, 2021. Defendant admits it checked the following box on the
13 exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination
14 Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant admits Mr.
15 Gustafson submitted a letter outlining why abortion violates his alleged religious beliefs and that the
16 vaccines’ alleged tainted origins cause them to conflict with those beliefs about the value of human life
17 but denies it was six pages in length. Defendant admits his request was denied. Defendant denies he was
18 never offered or provided any “interactive process” to assess reasonable accommodations, and further
19 denies that testing or natural immunity were reasonable accommodations. Defendant admits Mr.
20 Gustafson resigned but denies it was under duress or on October 28, 2021. Defendant denies its actions
21 caused him a great deal of mental anguish, stress, and financial hardship Defendant is without
22 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
23 Paragraph 216 of the Complaint and on that basis denies them. To the extent a further response is
24 required, Defendant denies the remaining allegations in this Paragraph.

25 217. Defendant admits Plaintiff Michael Anthony Sorini has worked for CCSF for over 20
26 years, most recently as a Manager I at the San Francisco Public Utilities Commission. Defendant admits
27

1 on September 27, 2021, Mr. Sorini submitted a request for an exemption from the Vaccination Policy
2 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
3 and ambiguous, and on that basis, denies it. Defendant denies his request was denied on or about
4 September 29, 2021. Defendant admits it checked the following two boxes on the exemption
5 determination form: “Accommodation Would Pose a Direct Threat to the Health and Safety of Others
6 and/or Yourself; and Accommodation Would Result in Undue Hardship for the City” but denies it did so
7 without evidence. Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
8 employee presents a danger to themselves, workers, and the public. Defendant admits he was referred to
9 the 60-day Citywide Job Search at the beginning of November but denies he was a position in which he
10 could have continued indefinitely without any undue hardship on the City. Defendant admits he
11 remained on a leave of absence through May 8, 2022. Defendant denies he was never offered or
12 provided any “interactive process” to assess reasonable accommodations. Defendant admits meeting
13 with Mr. Sorini on September 9, 2022. Defendant admits he retired but denies it was under duress on
14 September 15, 2022. Defendant is without knowledge or information sufficient to form a belief as to the
15 truth of the remaining allegations in Paragraph 217 of the Complaint and on that basis denies them. To
16 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

17 218. Defendant admits Plaintiff Martin Joseph Walsh has worked for CCSF for over 20 years,
18 most recently as a General Laborer at the Public Utilities Commission. Defendant admits on October 18,
19 2021, Mr. Walsh submitted a request for an exemption from the Vaccination Policy based on his alleged
20 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
21 on that basis, denies it. Defendant admits on October 26, 2021, his request was denied. Defendant
22 admits it checked the following three boxes on the exemption determination form: “Documentation
23 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
24 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
25 and/or Yourself; Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is
26 an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
27

workers, and the public. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant denies Mr. Walsh acquiesced to its alleged coercion and took the vaccine purportedly under duress on November 20, 2021. Defendant denies its actions caused him to suffer insomnia and emotional torment. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 218 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

219. Defendant admits Plaintiff Patrick Gerard Daly worked for CCSF for over 17 years, most recently as a General Laborer at the Public Utilities Commission. Defendant admits on October 18, 2021, Mr. Daly submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits his request was denied on October 28, 2021. Defendant admits it checked the following three boxes on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the City,” and denies it did so without evidence. Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant denies Mr. Daly was terminated on December 6, 2022. Defendant denies its actions caused him “to lose a job promotion, and his retirement wages suffered to pulling them out early, sending him into financial hardship.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 219 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

220. Defendant admits Plaintiff Refugio J. Garcia worked for CCSF for almost 18 years, most recently as an Associate Mechanical Engineer at the Public Utilities Commission. Defendant admits on October 18, 2021, Mr. Garcia submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant denies the EEO Programs Manager e-mailed him confusing follow-up questions. Defendant admits Mr. Garcia submitted a three-page letter asserting his alleged beliefs and church's alleged doctrine. Defendant admits his request was denied on October 27, 2021 but denies it was before Mr. Garcia could fully answer the questions. Defendant admits it checked the following three boxes on the exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the City" but denies it was without evidence. Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies its arguments were invalid and denies his department was allowed to telecommute well after he was placed on leave. Defendant denies he was never offered or provided any "interactive process" to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits Mr. Garcia was placed on paid leave on November 1, 2021. Defendant denies its Vaccination Policy or its actions caused Mr. Garcia stress and anxiety. Defendant denies it caused emotional distress or aggravated an existing heart condition. Defendant admits Mr. Garcia was placed on unpaid leave at the beginning of December and was terminated but denies he was terminated on April 1, 2022. Defendant denies the allegation he "suffered additional retaliation in the form of his e-mail and work access (including access to digital personal property) being abruptly cut off after he spoke with the Employee Labor Relations Division Manager." Defendant denies its actions caused Mr. Garcia lost promotion opportunities and career seniority. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 220 of the Complaint and on that basis

1 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
2 this Paragraph.

3 221. Defendant admits Plaintiff Randal Ray Gerhart worked for CCSF for over 17 years, most
4 recently as a Truck Driver at the Public Utilities Commission. Defendant admits Mr. Gerhart submitted
5 a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but denies
6 it was on September 30, 2021, and also avers that the allegation that the request was timely is vague and
7 ambiguous, and on that basis, denies it. Defendant admits his request was denied but denies it was
8 denied on November 5, 2021. Defendant admits that it denied the exemption request and checked the
9 box: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely
10 Held Religious Belief, Practice or Observance” Defendant denies he was never offered or provided any
11 “interactive process” to assess reasonable accommodations, and further denies that testing or natural
12 immunity were reasonable accommodations. Defendant admits he was placed on paid leave but denies it
13 was on November 8, 2021. Defendant admits Mr. Gerhart retired but denies it was under duress or on
14 December 1, 2021. Defendant is without knowledge or information sufficient to form a belief as to the
15 truth of the remaining allegations in Paragraph 221 of the Complaint and on that basis denies them. To
16 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

17 222. Defendant admits Plaintiff Patrick Francis Mullen has worked for Defendant for over 17
18 years, most recently as a Sewer Repair Supervisor at the Public Utilities Commission. Defendant admits
19 on September 13, 2021, Mr. Mullen submitted a request for an exemption from the Vaccination Policy
20 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
21 and ambiguous, and on that basis, denies it. Defendant admits his request was denied on October 27,
22 2021. Defendant admits it checked the following three boxes on the exemption determination form:
23 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
24 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
25 and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the
26 City.” Defendant denies Mr. Mullen was unable to continue without a job, and that he acquiesced to
27

1 Defendant's purported edict and took the vaccine under duress on November 4, 2021. Defendant denies
2 it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
3 workers, and the public. Defendant is without knowledge or information sufficient to form a belief as to
4 the truth of the remaining allegations in Paragraph 222 of the Complaint and on that basis denies them.
5 To the extent a further response is required, Defendant denies the remaining allegations in this
6 Paragraph.

7 223. Defendant admits Plaintiff Tina Louise Sanchez worked for CCSF for over 15 years, 8 of
8 those years as a Maintenance Scheduler-Estimator at the Public Utilities Commission. Defendant admits
9 on September 20, 2021, Ms. Sanchez a request for an exemption from the Vaccination Policy based on
10 her alleged religious beliefs, but avers that the allegation that the request was timely is vague and
11 ambiguous, and on that basis, denies it. Defendant admits her request was denied on October 12, 2021.
12 Defendant admits Ms. Sanchez provided a letter outlining why abortion purportedly violates her alleged
13 religious beliefs and alleges that the vaccines' tainted origins caused them to conflict with her alleged
14 beliefs about the value of human life. Defendant denies that it declined to engage with her explanation
15 for her alleged beliefs. Defendant admits it placed her on unpaid leave just after Christmas 2021.
16 Defendant admits it asserts Ms. Sanchez provided "Documentation Insufficient to Show a Conflict
17 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance."
18 Defendant denies she was never offered or provided any "interactive process" to assess reasonable
19 accommodations, and further denies telework, testing, or consideration of natural immunity are
20 reasonable accommodations. Defendant denies she could have continued to telework indefinitely.
21 Defendant admits Ms. Sanchez resigned but denies it was on April 1, 2022 or it was under duress.
22 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
23 remaining allegations in Paragraph 223 of the Complaint and on that basis denies them. To the extent a
24 further response is required, Defendant denies the remaining allegations in this Paragraph.

25 224. Defendant admits Plaintiff Walter Santo Varo worked for CCSF for over 15 years, most
26 recently as a Truck Driver at the Public Utilities Commission. Defendant admits on October 12, 2021,
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1 Mr. Varo submitted a request for an exemption from the Vaccination Policy based on his alleged
2 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
3 on that basis, denies it. Defendant admits his request was denied on November 3, 2021. Defendant
4 admits it checked the following three boxes on the exemption determination form: “Documentation
5 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
6 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
7 and/or Yourself; and Accommodation Would Result in Undue Hardship for the City.” Defendant denies
8 its actions caused him so much emotional distress, depression, and anxiety that he received a letter from
9 his physician removing him from work. Defendant denies it is an “unsubstantiated belief” that an
10 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
11 denies he was never offered or provided any “interactive process” to assess reasonable accommodations,
12 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
13 Mr. Varo was placed on unpaid leave on October 29, 2021 and terminated but denies it was on April 1,
14 2022. Defendant denies causing stress and emotional damages to Mr. Varo or causing him job loss of
15 more than 50% of his retirement. Defendant is without knowledge or information sufficient to form a
16 belief as to the truth of the remaining allegations in Paragraph 224 of the Complaint and on that basis
17 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
18 this Paragraph.

19 225. Defendant admits Plaintiff Scott Pepito worked for CCSF for over 11 years, most
20 recently as a Transmission Line Worker at the Public Utilities Commission. Defendant admits on
21 August 30, 2021, Mr. Pepito submitted a request for an exemption from the Vaccination Policy based on
22 his alleged religious beliefs, but avers that the allegation that the request was timely is vague and
23 ambiguous, and on that basis, denies it. Defendant admits Mr. Pepito received a denial letter in October
24 but denies this was on same day he made his request. Defendant admits it denied the exemption request
25 due to “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely
26 Held Religious Belief.” Defendant denies it never engaged in an “interactive process” to assess
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1 reasonable accommodations, and further denies that testing or natural immunity were reasonable
2 accommodations. Defendant admits he was terminated but denies it was on April 1, 2022. Defendant is
3 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
4 in Paragraph 225 of the Complaint and on that basis denies them. To the extent a further response is
5 required, Defendant denies the remaining allegations in this Paragraph.

6 226. Defendant admits Plaintiff James R. Sutherlin worked for over 11 years for CCSF, most
7 recently as an Electrician at the Public Utilities Commission. Defendant admits in September of 2021,
8 Mr. Sutherlin submitted a request for an exemption from the Vaccination Policy based on his alleged
9 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
10 on that basis, denies it. Defendant admits his request was denied but denies it was on September 30,
11 2021. Defendant denies he was never offered or provided any “interactive process” to assess reasonable
12 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
13 Defendant denies Mr. Sutherlin was terminated but admits he retired on November 1, 2021. Defendant is
14 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
15 in Paragraph 226 of the Complaint and on that basis denies them. To the extent a further response is
16 required, Defendant denies the remaining allegations in this Paragraph.

17 227. Defendant admits Plaintiff Richard David Fields worked for CCSF for over 19 years,
18 most recently as an Engineer Assistant at the Public Utilities Commission. Defendant admits on October
19 14, 2021, Mr. Fields submitted a request for an exemption from the Vaccination Policy based on his
20 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
21 ambiguous, and on that basis, denies it. Defendant admits on October 29, 2021, his request was denied.
22 Defendant admits it checked the following boxes on the exemption determination form: “Documentation
23 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
24 Practice or Observance; and Accommodation Would Result in Undue Hardship for the City.” Defendant
25 admits he submitted three letters attesting to his religious beliefs. Defendant denies he was never offered
26 or provided any “interactive process” to assess reasonable accommodations, and further denies that
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1 testing or natural immunity were reasonable accommodations. Defendant denies it is an “unsubstantiated
2 belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public.
3 Defendant denies that he was permanently locked out of his work computer on November 1, 2021.
4 Defendant admits Mr. Fields was first terminated on December 6, 2021. Defendant admits the next day,
5 he was temporarily reinstated. Defendant admits on December 29, 2021, he was placed on unpaid leave.
6 Defendant further admits Mr. Fields was terminated but denies it was on April 1, 2022. Defendant
7 denies that its actions cause Mr. Fields to take a vested retirement. Defendant denies Mr. Fields was
8 forced to use all his savings to pay for his mortgage, bills, and costs of taking care of his family with two
9 young daughters. Defendant is without knowledge or information sufficient to form a belief as to the
10 truth of the remaining allegations in Paragraph 227 of the Complaint and on that basis denies them. To
11 the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

12 228. Defendant admits Plaintiff William Daniel Brennan worked for CCSF but denies it was
13 for over nine years. Defendant admits he worked as a Construction Inspector and most recently as a
14 Senior Construction Inspector for the Public Utilities Commission. Defendant admits on August 22,
15 2021, Mr. Brennan submitted a request for an exemption from the Vaccination Policy based on his
16 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
17 ambiguous, and on that basis, denies it. Defendant admits his request was denied on October 27, 2021.
18 Defendant admits it checked the following three boxes on the exemption determination form:
19 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
20 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
21 and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the
22 City” but denies it was without evidence. Defendant denies it is an “unsubstantiated belief” that an
23 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
24 admits he was placed on unpaid leave but denies it was on March 14, 2022 and denies he was terminated
25 on April 19, 2022. Defendant denies he was never offered or provided any “interactive process” to
26 assess reasonable accommodations, and denies that testing or consideration of “natural immunity” was a
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1 reasonable accommodation. Defendant denies that the primary series did nothing to prevent infection.
2 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
3 remaining allegations in Paragraph 228 of the Complaint and on that basis denies them. To the extent a
4 further response is required, Defendant denies the remaining allegations in this Paragraph.

5 229. Defendant admits Plaintiff Eugenia Marie Casteel worked for CCSF for over eight years,
6 most recently as a Senior Clerk at Hetch Hetchy Water & Power, a division within the Public Utilities
7 Commission. Defendant admits on September 23, 2021, Ms. Casteel submitted a request for an
8 exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the
9 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
10 admits the request was denied on October 19, 2021. Defendant admits it checked the following box on
11 the exemption determination form: "Documentation Insufficient to Show a Conflict Between
12 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance." Defendant
13 admits Ms. Casteel initially provided a 4-page letter, the contents of which speaks for itself. Defendant
14 admits she responded with 3-page response to follow-up questions, the content of which speaks for
15 itself, but denies it was challenging her religious beliefs. Defendant denies that Ms. Casteel's responses
16 could not have been credibly deemed not to evidence a sincere religious belief. Defendant denies that it
17 failed to account for Ms. Casteel's alleged sincere religious beliefs. Defendant denies she was never
18 offered or provided any "interactive process" to assess reasonable accommodations and denies that
19 testing or consideration of natural immunity were reasonable accommodations. Defendant denies the
20 allegation that there was "absolutely no justification for her to not be accommodated as Hetch Hetchy
21 had already mandated all non-essential employees to work completely remote." Defendant admits Ms.
22 Casteel was placed on unpaid leave but denies it was on November 8, 2021, and admits she was
23 terminated but denies it was on April 1, 2022. Defendant denies its actions caused Ms. Casteel severe
24 stress. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
25 remaining allegations in Paragraph 229 of the Complaint and on that basis denies them. To the extent a
26 further response is required, Defendant denies the remaining allegations in this Paragraph.

230. Defendant admits Plaintiff Hector Manuel Rodriguez worked for over eight years for CCSF, most recently as a General Laborer for the Public Utilities Commission. Defendant admits Mr. Rodriguez submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it, and further denies he submitted it on October 1, 2021. Defendant admits his request was denied but denies it was on October 18, 2021. Defendant admits it checked the following box on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant admits he was terminated but denies it was on April 1, 2022 or that it was a second termination. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations and denies that testing or consideration of natural immunity were reasonable accommodations. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 230 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

231. Plaintiff Norma Anne Sepulveda has worked for CCSF for over eight years, most recently as a Junior Administrative Analyst at the Public Utilities Commission. Defendant admits on or about September 24, 2021, she submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits her religious exemption request was denied on or about October 18, 2021. Defendant admits it denied the religious exemption request and checked the box on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant admits on October 29, 2021, Ms. Sepulveda’s medical exemption request was also denied and the box “Medical Documentation Inadequate/Not Submitted” was checked. Defendant admits she then submitted an exemption form from her doctor but Defendant denies it never responded to her submission except for a manager to say on a call with her that the City just wanted everyone to get the

1 vaccine. Defendant denies she was never offered or provided any “interactive process” to assess
2 reasonable accommodations, and denies that telework, testing, or consideration of natural immunity
3 were reasonable accommodations. Defendant denies Ms. Sepulveda took the vaccine under duress.
4 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
5 remaining allegations in Paragraph 231 of the Complaint and on that basis denies them. To the extent a
6 further response is required, Defendant denies the remaining allegations in this Paragraph.

7 232. Defendant admits Plaintiff Hector Rodriguez worked for CCSF for over 15 years, most
8 recently as a Truck Driver at the San Francisco Public Utilities Commission. Defendant admits on
9 October 18, 2021, Mr. Rodriguez submitted a request for an exemption from the Vaccination Policy
10 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
11 and ambiguous, and on that basis, denies it. Defendant admits that his request was denied on October 21,
12 2021. Defendant admits it denied the exemption request and checked the box on the exemption
13 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
14 and Sincerely Held Religious Belief, Practice or Observance.” Defendant denies he was never offered or
15 provided any “interactive process” to assess reasonable accommodations and denies that testing or
16 consideration of “natural immunity” were reasonable accommodations. Defendant admits he was placed
17 on unpaid leave until December 29, 2021, and was terminated but denies termination was on April 1,
18 2022. Defendant denies its actions caused him to suffer any mental health problems, including insomnia,
19 anxiety, and depression. Defendant is without knowledge or information sufficient to form a belief as to
20 the truth of the remaining allegations in Paragraph 232 of the Complaint and on that basis denies them.
21 To the extent a further response is required, Defendant denies the remaining allegations in this
22 Paragraph.

23 **San Francisco Sheriff's Office (15 Plaintiffs)**

24 233. Defendant admits Plaintiff Christopher Joseph Krol worked for CCSF for over 23 years,
25 most recently as a Lieutenant at the San Francisco Sheriff's Office. Defendant admits he was placed on
26 paid leave on or about October 14, 2021 due to his vaccination status. Defendant admits Lieutenant Krol
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submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Lieutenant Krol submitted the request in October 2021 and denies it was November of 2021. Defendant denies that his request was denied soon after. Defendant admits it denied the exemption request and checked the box on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations and denies that testing or consideration of “natural immunity” were reasonable accommodations. Defendant admits he was placed on unpaid leave on or about November 15, 2021. Defendant admits Lieutenant Krol was terminated but denies it was on April 1, 2022. Defendant denies that its actions caused him to deplete his savings. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 233 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

234. Defendant admits Plaintiff Michael John Bouvier has worked for CCSF for over 22 years, currently serving as Deputy Sheriff at the San Francisco Sheriff’s Office. Defendant admits on August 17, 2021, Deputy Bouvier submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant denies the City was “not engaging in the interactive process with anyone and not granting any accommodations.” Defendant admits Deputy Sheriff Bouvier reported that he began his vaccine regimen in September. Defendant admits his department’s vaccination deadline was before a decision was made regarding his exemption request. Defendant admits his request was denied on September 28, 2021 and checked the following box on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 234 of the

1 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
2 the remaining allegations in this Paragraph.

3 235. Defendant admits Plaintiff Valerio Josif worked for CCSF for over 16 years, most
4 recently as a Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits Deputy Sheriff
5 Josif reported that he contracted COVID-19 in August 2021, of which he informed his manager and HR
6 and was placed on worker's compensation due to his reported illness. Defendant admits on September 3,
7 2021, Deputy Josif submitted a request for an exemption from the Vaccination Policy based on his
8 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
9 ambiguous, and on that basis, denies it. Defendant admits his request was denied on October 19, 2021.
10 Defendant admits it checked the following box on the exemption determination form: "Documentation
11 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
12 Practice or Observance." Defendant denies he was never offered or provided any "interactive process"
13 to assess reasonable accommodations and denies that testing or consideration of "natural immunity"
14 were reasonable accommodations. Defendant denies that it considered requests as a group, denies that it
15 had no intention of providing accommodations and further denies it just wanted to "check a box" to say
16 that it had done individual assessments. Defendant admits Mr. Josif submitted over 20 pages of
17 documents in support of his request, the contents of which speak for themselves. Defendant denies that it
18 did not legitimately evaluate Mr. Josif's request. Defendant denies it was treating the exemption requests
19 as a group and further denies that it was issuing blanket denials in lieu of providing individualized
20 assessments. Defendant admits Mr. Josif was placed on unpaid leave on December 6, 2021 until his
21 termination on or about April 1, 2022. Defendant denies its actions caused Mr. Josif and his family
22 financial or emotional damage. Defendant further denies the allegation that its treatment of Mr. Josif
23 was harsh or oppressive. Defendant also denies Mr. Josif's family was forced to sell their house in order
24 to survive. Defendant is without knowledge or information sufficient to form a belief as to the truth of
25 the remaining allegations in Paragraph 235 of the Complaint and on that basis denies them. To the extent
26 a further response is required, Defendant denies the remaining allegations in this Paragraph.

236. Defendant admits that Plaintiff Jeffrey Steven Miller worked for Defendant for over 16 years, most recently as a Sergeant at the San Francisco Sheriff's Office. Defendant admits on August 22, 2021, Sergeant Miller submitted a request for an exemption from the Vaccination Policy based on an alleged medical condition, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits that Sergeant Miller submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but denies that he submitted it on October 8, 2021. Defendant admits that Sergeant Miller's religious exemption request was denied on October 28, 2021. Defendant admits it checked the following box on its exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance." Defendant denies he was never offered or provided any "interactive process" to assess reasonable accommodations and denies that testing or consideration of "natural immunity" were reasonable accommodations. Defendant admits that Sergeant Miller's medical request was also denied three times with the final denial on November 2, 2021. Defendant admits Sergeant Miller submitted medical documentation from a health care provider and a verification. Defendant admits it checked the following box on the exemption determination form: "Medical Documentation Inadequate/Not Submitted." Defendant admits he was placed on unpaid administrative but denies it was on October 14, 2021. Defendant admits Sergeant Miller was terminated but denies it was on April 1, 2022. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 236 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

237. Defendant admits that Plaintiff Michael Glisson, Jr. has worked for Defendant for over 15 years, most recently as a Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits that on September 9, 2021, Deputy Glisson submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Deputy Glisson was placed on

1 administrative leave on October 14, 2021 because of his vaccination status, which was before his request
2 was denied on October 18, 2021. Defendant admits that Deputy Glisson submitted a 3-page affidavit the
3 contents of which speak for themselves. Defendant admits it checked the following box on its exemption
4 determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement
5 and Sincerely Held Religious Belief, Practice or Observance.” Defendant denies he was never offered or
6 provided any “interactive process” to assess reasonable accommodations and denies that testing or
7 consideration of “natural immunity” were reasonable accommodations. Defendant denies that Deputy
8 Glisson took the vaccine under duress on October 26, 2021. Defendant is without knowledge or
9 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 237 of the
10 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
11 the remaining allegations in this Paragraph.

12 238. Defendant admits Plaintiff Glen Ryan Ideta worked for Defendant for over 14 years, most
13 recently as a Deputy Sheriff at the San Francisco Sheriff’s Office. Defendant admits that on September
14 1, 2021, Deputy Ideta submitted a request for an exemption from the Vaccination Policy based on his
15 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
16 ambiguous, and on that basis, denies it. Defendant admits the request was denied on October 5, 2021.
17 Defendant admits it checked the following box on its exemption determination form: “Documentation
18 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
19 Practice or Observance.” Defendant denies he was never offered or provided any “interactive process”
20 to assess reasonable accommodations. Defendant admits he reported testing positive for COVID-19 on
21 July 31, 2021—which he notified his manager and HR of. Defendant denies that it was attempting to
22 “force” anyone to take a vaccine and denies that an unvaccinated person has “superior immunity.”
23 Defendant admits Deputy Ideta was terminated but denies it was on April 1, 2022. Defendant denies that
24 its actions caused Deputy Ideta to no longer be able to financially support himself in the Bay area or
25 forced him to sell his home. Defendant is without knowledge or information sufficient to form a belief
26 as to the truth of the remaining allegations in Paragraph 238 of the Complaint and on that basis denies
27

1 them. To the extent a further response is required, Defendant denies the remaining allegations in this
2 Paragraph.

3 239. Defendant admits that Plaintiff Derek Wray worked for Defendant for over 14 years,
4 most recently as Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits on September 2,
5 2021, Deputy Wray submitted a request for an exemption from the Vaccination Policy based on his
6 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
7 ambiguous, and on that basis, denies it. Defendant admits on September 30, 2021, he received a
8 temporary exemption, which he received again on October 13, 2021. Defendant denies that during his
9 temporary exemption period Deputy Wray was discriminated against by fellow employees and isolated
10 in another position due to his vaccine status. Defendant admits that it accommodated Deputy Wray for a
11 month and then denied his exemption but denies it was on November 1, 2021. Defendant admits
12 checked the following box on its exemption determination form: "Accommodation Would Pose a Direct
13 Threat to the Health and Safety of Others and/or Yourself." Defendant denies that the risk posed by
14 unvaccinated personnel was unsubstantiated. Defendant denies it is an "unsubstantiated belief" that an
15 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendants
16 deny that Deputy Wray participated in a Zoom meeting and further denies Director Graham humiliated
17 him or others during it. Defendant admits Deputy Wray was referred to the 60-day Citywide Job Search.
18 Defendant denies he was never offered or provided any "interactive process" to assess reasonable
19 accommodations, and denies that testing or consideration of "natural immunity" were reasonable
20 accommodations. Defendant further denies he was forced to resign under duress and denies the
21 resignation was on March 4, 2022. Defendant denies that its actions caused Deputy Wray to suffer high
22 anxiety. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
23 remaining allegations in Paragraph 239 of the Complaint and on that basis denies them. To the extent a
24 further response is required, Defendant denies the remaining allegations in this Paragraph.

25 240. Defendant admits Plaintiff Paul Gabriel Jacowitz worked for Defendant for over 12
26 years, most recently as a Sergeant at the San Francisco Sheriff's Office. Defendant admits that on
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1 September 8, 2021, Sergeant Jacowitz submitted a request for an exemption from the Vaccination Policy
2 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
3 and ambiguous, and on that basis, denies it. Defendant admits Sergeant Jacowitz's request was denied
4 around October 14, 2021. Defendant admits it checked the following box on its exemption determination
5 form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely
6 Held Religious Belief, Practice or Observance." Defendant denies he was never offered or provided any
7 "interactive process" to assess reasonable accommodations and further denies that testing or
8 consideration of "natural immunity" were reasonable accommodations. Defendant admits that Sergeant
9 Jacowitz was placed on paid leave on October 14, 2021, and then unpaid leave on November 14, 2021.
10 Defendant admits he was terminated but denies it was on April 1, 2022. Defendant denies that it forces
11 vaccines on any employees. Defendant denies it discriminated against its employees or rubber-stamped
12 exemption requests. Defendant admits the COVID-19 Leave Request Form he submitted and was sent a
13 copy of had the box identifying that he had COVID-19 symptoms, "whited out." Defendant denies this
14 was done by leadership or directed to be made by leadership to hide anything. Defendant denies that
15 there is any information that shows its Vaccination Policy was "useless."

16 Defendant denies that its actions caused Sergeant Jacowitz and his family to suffer financial and
17 emotional stress. Defendant denies that Sergeant Jacowitz has lost rank, promotional opportunities,
18 retirement, savings, seniority, and medical benefits as a result of its actions. Defendant denies that
19 Sergeant Jacowitz was "forced" to take any new job. Defendant is without knowledge or information
20 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 240 of the Complaint
21 and on that basis denies them. To the extent a further response is required, Defendant denies the
22 remaining allegations in this Paragraph.

23 241. Defendant admits Deputy Kruger has worked for Defendant for over 12 years, most
24 recently as a Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits that Deputy Kruger
25 submitted a request for an exemption from the Vaccination Policy dated August 13, 2021, based on his
26 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
27

1 ambiguous, and on that basis, denies it. Defendant denies that his request was “mishandled and lost.”
2 Defendant admits that Deputy Kruger followed-up on the status of his exemption request on September
3 7, 2021, but denies that he was told “that Chief Fisher would be doing follow-up.” Defendant admits that
4 Chief Fisher requested additional information on September 10, 2021. Defendant denies that “every
5 request was being denied anyway.” Defendant denies that Deputy Kruger began the vaccine regiment at
6 the end of September under duress in order to remain employed. Defendant is without knowledge or
7 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 241 of the
8 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
9 the remaining allegations in this Paragraph.

10 242. Defendant admits Plaintiff Maria Marcela Hodgers worked for Defendant for over 12
11 years, most recently as a Deputy Sheriff at the Sheriff’s Office. Defendant denies that vaccination
12 constitutes “artificial immunization.” Defendant admits that Deputy Hodgers submitted a request for an
13 exemption from the Vaccination Policy based on her alleged religious beliefs, but denies that she
14 submitted the request on or about August 28, 2021. Defendant avers that the allegation that the request
15 was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Deputy Hodgers was
16 placed on leave on October 14, 2021 until her request was temporarily approved on October 26, 2021.
17 Defendant admits the approval was then rescinded but denies it was on October 31, 2021. Defendant
18 admits it checked the following four boxes on its exemption determination form: “Documentation
19 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
20 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
21 and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
22 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
23 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
24 workers, and the public. Defendant denies Deputy Hodgers was never provided an “interactive process”
25 to assess reasonable accommodations, and further denies that testing or natural immunity were
26 reasonable accommodations. Defendant admits Deputy Hodgers was referred to the 60-day Citywide
27

1 Job Search and there was no suitable vacancy, but denies this was “predictable.” Defendant admits
2 Deputy Hodggers was terminated but denies it was on April 1, 2022. Defendant denies its actions caused
3 Deputy Hodggers to need to see a therapist and seek counseling for depression and anxiety. Defendant is
4 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
5 in Paragraph 242 of the Complaint and on that basis denies them. To the extent a further response is
6 required, Defendant denies the remaining allegations in this Paragraph.

7 243. Defendant admits Plaintiff Matthew Vincent Juan worked for Defendant for over five
8 years, most recently as a Deputy Sheriff at the San Francisco Sheriff’s Office. Defendant admits that
9 Deputy Juan submitted a request for an exemption from the Vaccination Policy based on his alleged
10 religious beliefs, but denies that he submitted it on September 21, 2021. Defendant avers that the
11 allegation that Deputy Juan’s request was timely is vague and ambiguous, and on that basis, Defendant
12 denies it. Defendant admits he informed his supervisors and HR of his exposure to COVID-19 and was
13 placed on workers compensation for exposure injury on duty. Defendant admits he returned to work but
14 denies it was two months later. Defendant admits Deputy Juan was placed on leave due to his
15 vaccination status, but denies that he was placed on leave on October 13, 2021. Defendant admits
16 Deputy Juan’s request for an accommodation was denied, but denies that it was on October 19, 2021.
17 Defendant admits it checked the following box on its exemption determination form: “Documentation
18 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious
19 Belief.” Defendant denies Deputy Juan was never provided an “interactive process” to assess reasonable
20 accommodations, and further denies that testing and natural immunity were reasonable
21 accommodations. Defendant admits Deputy Juan was placed on unpaid leave in November 2021.
22 Defendant admits he was terminated but denies it was on April 1, 2022. Defendant denies its actions
23 caused great pressure on Deputy Juan’s personal and financial life. Defendant is without knowledge or
24 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 243 of the
25 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
26 the remaining allegations in this Paragraph.

244. Defendant admits Plaintiff Eric M. Prado worked for Defendant for over five years, most recently as a Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits Deputy Prado submitted a request for an exemption from the Vaccination Policy based on his alleged existing medical condition, but denies that the request was submitted on August 20, 2021. Defendant avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Deputy Prado did not submit a request for a religious accommodation. Defendant admits Deputy Prado's medical exemption request was denied on October 19, 2021. Defendant admits Deputy Prado submitted a medical exemption request form, but denies he submitted a letter from his physician. Defendant admits it checked the following box on its exemption determination form: "Medical Documentation Inadequate/Not Submitted." Defendant admits Deputy Prado was placed on paid leave for 30 days, and then unpaid after. Defendant admits he was terminated but denies it was on April 1, 2022. Defendant admits is no longer paid Deputy Prado a salary after he was terminated but denies that he was forced to rely on unemployment benefits. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 244 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

245. Defendant admits Plaintiff Nathan Sablan worked as a Deputy Sheriff at the San Francisco Sheriff's Office for over five years. Defendant admits that on September 2, 2021, Deputy Sablan submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Deputy Sablan's request for an accommodation was denied on October 14, 2021. Defendant admits it checked the following box on the exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance." Defendant denies he was never offered or provided any "interactive process" to assess reasonable accommodations, and further denies that testing and natural immunity were reasonable accommodations. Defendant admits that Deputy Sablan offered to test on his

1 personal time and at his expense to show that live antibodies were allegedly present in his body.

2 Defendant admits Deputy Sablan was placed on leave due to his vaccination status and then
3 terminated but denies he was terminated on April 1, 2022. Defendant denies its actions caused Deputy
4 Sablan to suffer an estimated loss of more than \$120,000 in savings and income. Defendant is without
5 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
6 Paragraph 245 of the Complaint and on that basis denies them. To the extent a further response is
7 required, Defendant denies the remaining allegations in this Paragraph.

8 246. Defendant admits Joseph Stephen Jacowitz worked for Defendant for over three years,
9 most recently as a Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits that on
10 September 8, 2021, Deputy Jacowitz submitted a request for an exemption from the Vaccination Policy
11 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague
12 and ambiguous, and on that basis, denies it. Defendant admits Deputy Jacowitz's request was denied on
13 or about October 19, 2021. Defendant denies that he submitted a letter from his pastor allegedly
14 detailing his faith. Defendant admits it checked the following box on the exemption determination form:
15 "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
16 Religious Belief, Practice or Observance. Defendant denies that it never engaged in an "interactive
17 process" to assess reasonable accommodations and further denies that testing or natural immunity were
18 reasonable accommodations. Defendant admits Deputy Jacowitz was terminated but denies it was on
19 April 1, 2022. Defendant denies that Deputy Jacowitz suffered significant mental and emotional strain
20 along with financial hardship as a result of its actions. Defendant denies he was forced to quickly find a
21 job that paid significantly less than what he was earning at the Sheriff's office. Defendant denies the
22 allegation that Deputy Jacowitz "will never be able to fully recover what [Defendant allegedly] took
23 from him here." Defendant is without knowledge or information sufficient to form a belief as to the truth
24 of the remaining allegations in Paragraph 246 of the Complaint and on that basis denies them. To the
25 extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

26 247. Defendant admits Kevin Zapanta Contreras worked for Defendant for over three years,
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1 most recently as Deputy Sheriff at the San Francisco Sheriff's Office. Defendant admits that on
2 September 23, 2021, Deputy Contreras submitted a request for an exemption from the Vaccination
3 Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is
4 vague and ambiguous, and on that basis, denies it. Defendant admits Deputy Contreras was placed on
5 administrative leave in October due to his vaccination status. Defendant denies that it never engaged in
6 an "interactive process" to assess reasonable accommodations, and further denies that testing or natural
7 immunity were reasonable accommodations. Defendant admits Deputy Contreras notified his manager
8 and HR in writing that he tested positive for COVID-19 on or about July 23, 2021. Defendant admits
9 that Deputy Contreras's request was denied on November 3, 2021. Defendant admits it checked the
10 following box on the exemption determination form: "Documentation Insufficient to Show a Conflict
11 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.
12 Defendant admits he submitted a letter from his pastor, the contents of which speaks for itself.
13 Defendant admits that Deputy Contreras was terminated but denies it was on April 1, 2022. Defendant
14 denies its actions caused Deputy Contreras to suffer emotional distress. Defendant denies Deputy
15 Contreras been forced to exhaust his retirement and other savings in order to pay bills and support his
16 mother. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
17 remaining allegations in Paragraph 247 of the Complaint and on that basis denies them. To the extent a
18 further response is required, Defendant denies the remaining allegations in this Paragraph.

19 **San Francisco Municipal Transportation Agency (13 Plaintiffs)**

20 248. Defendant admits Vicki Lynn Solls Davis has worked for Defendant for over 41 years,
21 most recently as a Transit Operator at the San Francisco Municipal Transportation Agency. Defendant
22 admits that on September 23, 2021, Ms. Davis submitted a request for an exemption from the
23 Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request
24 was timely is ambiguous, and on that basis, denies it. Defendant admits she then went on medical leave
25 on October 27, 2021. Defendant admits Ms. Davis's request was denied, but denies that the request was
26 denied on November 27, 2021. Defendant admits that the following four boxes were checked on the
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1 Determination on COVID-19 Vaccination Exemption Request form relating to Ms. Davis's request:
2 "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
3 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
4 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
5 Essential Function(s); Accommodation Would Result in Undue Hardship for the City." Defendant
6 denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to
7 themselves, workers, and the public. Defendant denies the allegation that "As with other Municipal
8 Transportation Agency employees, CCSF's treatment of Ms. Davis only underscores the pretext of the
9 City's religious accommodation denials." Defendant denies it blindly checked every box as a possible
10 reason. Defendant denies she was never offered or provided any "interactive process" to assess
11 reasonable accommodations, and further denies that testing or natural immunity were reasonable
12 accommodations. Defendant admits it placed her on administrative leave on November 1, 2021.
13 Defendant further admits her FMLA leave ended on April 2, 2022, and her status changed to Medical
14 Leave the next day due to knee surgery. Defendant admits Ms. Davis retired on July 26, 2022, but denies
15 that it was involuntary. Defendant is without knowledge or information sufficient to form a belief as to
16 the truth of the remaining allegations in Paragraph 248 of the Complaint and on that basis denies them.
17 To the extent a further response is required, Defendant denies the remaining allegations in this
18 Paragraph.

19 249. Defendant admits that Plaintiff Atilla Michael Foti has worked as a Truck Driver for the
20 San Francisco Municipal Transportation Agency for over 34 years. Defendant admits that on October
21 27, 2021, Mr. Foti submitted a request for an exemption from the Vaccination Policy based on his
22 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
23 ambiguous, and on that basis, denies it. Defendant admits he was placed on leave at the beginning of
24 November and further admits Mr. Foti's request was denied on November 24, 2021. Defendant admits
25 that the following four boxes were checked on the Determination on COVID-19 Vaccination Exemption
26 Request form relating to Mr. Foti's request: "Documentation Insufficient to Show a Conflict Between
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Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies the allegations “As with other Municipal Transportation Agency employees, CCSF’s treatment of Mr. Foti only underscores the pretext of the City’s religious accommodation denials.” Defendant denies it blindly checked every box as a possible reason. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits he worked in his truck but denies Mr. Foti worked without any contact with co-workers or anyone else. Defendant denies that Mr. Foti was unable to continue without pay, and that he acquiesced to Defendant’s alleged coercion (and denies that Defendant coerced him) by taking the vaccine under duress on December 10, 2021. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 249 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

250. Defendant admits Plaintiff Reginald Bernard Snelgro worked for Defendant for over 31 years, most recently as a Transit Operator at the San Francisco Municipal Transportation Agency. Defendant admits that on October 18, 2021, Mr. Snelgro submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits it placed Mr. Snelgro on administrative leave on November 1, 2021, and Defendant further admits that Mr. Snelgro’s request was denied on November 12, 2021. Defendant admits that the following four boxes were checked on the Determination on COVID-19 Vaccination Exemption Request form relating to Mr. Snelgro’s request: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health

1 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
2 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
3 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
4 themselves, workers, and the public. Defendant denies the allegation that “As with other Municipal
5 Transportation Agency employees, CCSF’s treatment of Mr. Snelgro only underscores the pretext of the
6 City’s religious accommodation denials.” Defendant denies it blindly checked every box as a possible
7 reason. Defendant denies he was never offered or provided any “interactive process” to assess
8 reasonable accommodations, and further denies that testing or natural immunity were reasonable
9 accommodations. Defendant denies that Mr. Snelgro resigned under duress on November 27, 2021.
10 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
11 remaining allegations in Paragraph 250 of the Complaint and on that basis denies them. To the extent a
12 further response is required, Defendant denies the remaining allegations in this Paragraph.

13 251. Defendant admits Plaintiff Alexander Lavrov worked for Defendant for over 27 years,
14 with his most recent positions being Senior Construction Inspector and Construction Inspector at the San
15 Francisco Municipal Transportation Agency. Defendant admits that on October 14, 2021, Mr. Lavrov
16 submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs,
17 but avers that the allegation that the request was timely is vague and ambiguous, and on that basis,
18 denies it. Defendant admits Mr. Lavrov’s request was denied on November 30, 2021. Defendant admits
19 it checked the following three boxes on the exemption determination form: “Accommodation Would
20 Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
21 Prevent Employee from Performing Essential Function(s); and Accommodation Would Result in Undue
22 Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
23 employee presents a danger to themselves, workers, and the public. Defendant admits it from November
24 1, 2021 to December 10, 2021, it accommodated Mr. Lavrov by allowing him to telework from home.
25 Defendant denies that Mr. Lavrov was never offered an “interactive process” to assess reasonable
26 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
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1 Defendant admits on December 7, 2021, he was referred to the 60-day Citywide Job Search. Defendant
2 denies that the job search was “a dead end for everyone seeking a reasonable accommodation from the
3 mandate.” Defendant admits Mr. Lavrov was terminated on June 17, 2022, and denies this was for
4 “failure to take a vaccine that induces artificial immunity for COVID variants that were no longer
5 prevalent.” Defendant denies that its actions were egregious or that they caused severe strain on Mr.
6 Lavrov’s mental health, marriage, and finances. Defendant is without knowledge or information
7 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 251 of the Complaint
8 and on that basis denies them. To the extent a further response is required, Defendant denies the
9 remaining allegations in this Paragraph.

10 252. Defendant admits Plaintiff Joaquin Valle worked for over 19 years as a Transit Operator
11 at the San Francisco Municipal Transportation Agency. Defendant admits that on April 6, 2020, Mr.
12 Valle went on disability leave from the City. Defendant admits Mr. Valle submitted a request for an
13 exemption from the Vaccination Policy based on his alleged religious beliefs, but . Defendant denies
14 that Mr. Valle submitted his request on March 14, 2022. Defendant admits that Mr. Valle submitted a
15 reasonable accommodation request under the ADA due to alleged sciatic nerve pain and an alleged knee
16 injury, but denies that it was submitted “at the same time.” Defendant admits that on or about April 4,
17 2022, Mr. Valle’s religious exemption request was denied. Defendant admits it checked the following
18 four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict
19 Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance;
20 Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
21 Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation
22 Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an
23 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
24 denies the allegation that “As with other Municipal Transportation Agency employees, CCSF’s
25 treatment of Mr. Valle only underscores the pretext of the City’s religious accommodation denials.”
26 Defendant denies blindly checking every box as a possible reason. Defendant admits that on July 29,
27

2022, his ADA request was also denied, and it concluded his request was premature due to his lack of clearance to return to work given his non-vaccinated status. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits it recommended that he be dismissed, and placed him on paid administrative leave on October 11, 2022. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 252 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

253. Defendant admits Plaintiff Kevin Breston worked for Defendant for over 13 years, most recently as a Transit Operator at the San Francisco Municipal Transportation Agency. Defendant admits that on October 25, 2021, Mr. Breston submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits that Mr. Breston was placed on administrative leave at the beginning of November. Defendant admits Mr. Breston’s request was denied on November 19, 2021. Defendant admits it checked the following four boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant admits Mr. Breston submitted a letter allegedly from his pastor, the contents of which speak for themselves. Defendant denies the allegation that “As with other Municipal Transportation Agency employees, CCSF’s treatment of Mr. Breston only underscores the pretext of the City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible reason. Defendant denies he was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural

1 immunity were reasonable accommodations. Defendant denies the allegation that “The closest thing to
2 an interactive process Mr. Breston received was being called into his manager’s office on multiple
3 occasions for attempts to coerce him into taking the vaccine.” Defendant denies the allegation that Mr.
4 Breston’s manager warned him that he would be terminated if he did not take the vaccine or that he
5 would not be accommodated. Defendant admits that Mr. Breston was terminated but denies it was on
6 April 1, 2022. Defendant denies that its actions toward Mr. Breston were egregious or caused him to
7 need to see a therapist. Defendant is without knowledge or information sufficient to form a belief as to
8 the truth of the remaining allegations in Paragraph 253 of the Complaint and on that basis denies them.
9 To the extent a further response is required, Defendant denies the remaining allegations in this
10 Paragraph.

11 254. Defendant admits Plaintiff Leroy L. Vance worked for Defendant for over 12 years, most
12 recently as a Transit Operator at the San Francisco Municipal Transportation Agency. Defendant admits
13 that Mr. Vance submitted a request for an exemption from the Vaccination Policy based on his alleged
14 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
15 on that basis, Defendant denies it. Defendant admits that Mr. Vance submitted his request but denies it
16 was on October 23, 2021. Defendant admits that he was placed on administrative leave at the beginning
17 of November. Defendant admits that Mr. Vance’s request was denied on November 15, 2021. Defendant
18 admits that Mr. Vance was scheduled for termination on or about April 1, 2022. Defendant denies that
19 Mr. Vance resigned under duress on May 1, 2022. Defendant is without knowledge or information
20 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 254 of the Complaint
21 and on that basis denies them. To the extent a further response is required, Defendant denies the
22 remaining allegations in this Paragraph.

23 255. Defendant admits Plaintiff Lenard Morris has worked for Defendant for over nine years,
24 most recently as a Senior Parking Control Officer at the San Francisco Municipal Transportation
25 Agency. Defendant admits that on or about October 8, 2021, Mr. Morris submitted a request for an
26 exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the
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1 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
2 admits that Mr. Morris's request was denied on October 30, 2021. Defendant admits it denied the
3 exemption request and checked the following box on the exemption determination form: "Insufficient
4 Documentation & Inability to Accommodate." Defendant denies it is an "unsubstantiated belief" that an
5 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
6 denies he was never offered or provided any "interactive process" to assess reasonable accommodations,
7 and further denies that testing or natural immunity were reasonable accommodations. Defendant admits
8 that Mr. Morris remained on disability leave, but denies that he was released to full duty on August 28,
9 2022. Defendant admits that it would not allow him to return to work due to the Vaccination Policy.
10 Defendant admits Mr. Morris resigned effective October 4, 2022 but denies that he was forced to resign.
11 Defendant denies that its actions caused Mr. Morris to suffer loss of income, loss of health insurance for
12 himself and family, loss of pension, loss of seniority, and his services being deemed unsatisfactory.
13 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations in Paragraph 255 of the Complaint and on that basis denies them. To the extent a
15 further response is required, Defendant denies the remaining allegations in this Paragraph.

16 256. Defendant admits Plaintiff Dickmar Nova Rodas worked for Defendant for over five
17 years, most recently as a Transit Operator at the San Francisco Municipal Transportation Agency.
18 Defendant admits that on or about September 28, 2021, Mr. Nova Rodas submitted a request for an
19 exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the
20 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
21 admits Mr. Nova Rodas's request was denied on October 30, 2021 and further admits it checked the
22 following box on the exemption determination form: "Other: Insufficient Documentation & Inability to
23 Accommodate." Defendant admits Mr. Nova Rodas submitted a 4-page letter, the content of which
24 speaks for itself. Defendant denies he was never offered or provided any "interactive process" to assess
25 reasonable accommodations, and further denies that testing or natural immunity were reasonable
26 accommodations. Defendant admits Mr. Nova Rodas was terminated on April 15, 2022. Defendant is
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1 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
2 in Paragraph 256 of the Complaint and on that basis denies them. To the extent a further response is
3 required, Defendant denies the remaining allegations in this Paragraph.

4 257. Defendant admits Plaintiff Rachid Amghar worked as a Transit Operator at the San
5 Francisco Municipal Transportation Agency for over three years. Defendant admits that on October 27,
6 2021, Mr. Amghar submitted a request for an exemption from the Vaccination Policy based on his
7 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
8 ambiguous, and on that basis, denies it. Defendant admits that Mr. Amghar was placed on leave at the
9 beginning of November and further admits that Mr. Amghar's request was denied on November 29,
10 2021. Defendant admits it checked the following three boxes on the exemption determination form:
11 "Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself;
12 Accommodation Would Prevent Employee from Performing Essential Function(s); and Accommodation
13 Would Result in Undue Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an
14 unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant
15 denies he was never offered or provided any "interactive process" to assess reasonable
16 accommodations, and further denies that testing or natural immunity were reasonable accommodations.
17 Defendant admits that Mr. Amghar was terminated on April 1, 2022. Defendant is without knowledge or
18 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 257 of the
19 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
20 the remaining allegations in this Paragraph.

21 258. Defendant admits Plaintiff Bhanu Vikram has been a Transit Operator at the San
22 Francisco Municipal Transportation Agency for over three years. Defendant admits that on October 13,
23 2021, Mr. Vikram submitted a request for an exemption from the Vaccination Policy based on his
24 alleged religious beliefs, but avers that the allegation that the request was timely is vague and
25 ambiguous, and on that basis, denies it. Defendant admits that Mr. Vikram received an offer of
26 appointment to the Station Agent position, which he accepted, but denies that the position was offered
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1 two days later. Defendant admits that Mr. Vikram was placed on administrative leave and prevented
2 from entering workplaces, but denies he was placed on leave November 1, 2021. Defendant admits his
3 exemption request was denied on December 3, 2021. Defendant admits it checked the following four
4 boxes on its exemption determination form: “Documentation Insufficient to Show a Conflict Between
5 Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation
6 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
7 Prevent Employee from Performing Essential Function(s); Accommodation Would Result in Undue
8 Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person
9 employee presents a danger to themselves, workers, and the public.

10 Defendant denies the allegation that “As with other Municipal Transportation Agency
11 employees, CCSF’s treatment of Mr. Vikram only underscores the pretext of the City’s religious
12 accommodation denials.” Defendant denies blindly checking every box as a possible reason. Defendant
13 admits that Mr. Vikram submitted a four-page statement purporting to detail his alleged religious beliefs
14 to Defendant allegedly through his attorney, and that he answered several follow up questions, but
15 denies that the questions were predatory or unlawful. Defendant denies he was never offered or provided
16 any “interactive process” to assess reasonable accommodations and further denies that testing despite
17 offering to pay for it or natural immunity were reasonable accommodations. Defendant denies Mr.
18 Vikram demonstrated “clear natural immunity.” Defendant admits in January 2022 that Mr. Vikram’s
19 appointment to the Station Agent position was rescinded. Defendant admits that termination proceedings
20 were initiated against Mr. Vikram because he did not have an accommodation that exempted him from
21 the Vaccination Policy. Defendant denies that his lack of an accommodation caused Mr. Vikram
22 immense stress. Defendant further denies it retaliated against or humiliated Mr. Vikram and further
23 denies it caused him immense stress.

24 Defendant avers that the allegation that Mr. Vikram engaged in several protected activities in
25 2021 and 2022 is a legal conclusion not requiring a response, and on that basis, denies it. Defendant
26 admits that Mr. Vikram made a complaint with the San Francisco Controller’s Office. Defendant denies
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1 the allegation that it did not provide accommodations in January 2022.

2 Defendant denies Mr. Vikram was forced to take the vaccine to keep his job and livelihood.
3 Defendant admits that after Mr. Vikram completed a retraining and recertification program, Defendant
4 returned him to his regular duties as a Transit Operator on August 3, 2022. Defendant admits that Mr.
5 Vikram reapplied for the Station Agent position in 2021 and had completed the written test and the oral
6 interview. Defendant admits that he was appointed to the Station Agent position on August 15, 2022, but
7 denies that Mr. Vikram was scheduled to start his Station Agent career on September 3, 2022. Defendant
8 admits that, on September 1, 2022, Mr. Vikram's appointment was rescinded for the second time after
9 new termination proceedings were initiated against him for an incident that occurred on or about
10 December 6, 2020. Defendant admits that it investigated an incident involving Mr. Vikram in which he
11 was injured, but denies that it found no wrongdoing on Mr. Vikram's part. Defendant admits that it
12 approved his workers' compensation and battery pay in December 2020. Defendant admits that after one
13 year and eight months, it reopened the file. Defendant denies the allegation that it reopened the file to
14 "falsely accus[e] him of wrongdoing despite video evidence in his favor, for the purpose of retaliating
15 against him by rescinding his appointment to the Station Agent position a second time, aiming
16 ultimately to terminate his employment."

17 Defendant denies the allegation that it targeted Mr. Vikram "for his religious beliefs and his
18 volunteer work against the City's violations of civil rights, human rights, and labor rights." Defendant
19 denies that its actions caused pain and suffering to Mr. Vikram or harmed his health, finances, or career.
20 Defendant is without knowledge or information sufficient to form a belief as to the truth of the
21 remaining allegations in Paragraph 258 of the Complaint and on that basis denies them. To the extent a
22 further response is required, Defendant denies the remaining allegations in this Paragraph.

23 259. Defendant admits that Plaintiff Michael Patrick Bourne worked for Defendant for over
24 two years, most recently as a Traffic Signal Electrician at the San Francisco Municipal Transportation
25 Agency. Defendant admits that on or about October 18, 2021, Mr. Bourne submitted a request for an
26 exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the
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1 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
2 admits Mr. Bourne's request was denied on December 1, 2021. Defendant admits it checked the
3 following four boxes on its exemption determination form: "Documentation Insufficient to Show a
4 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
5 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
6 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
7 Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
8 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
9 workers, and the public.

10 Defendant denies the allegation that "As with other Municipal Transportation Agency
11 employees, CCSF's treatment of Mr. Bourne only underscores the pretext of the City's religious
12 accommodation denials." Defendant denies blindly checking every box as a possible reason. Defendant
13 denies he was never offered or provided any "interactive process" to assess reasonable accommodations,
14 and further denies that testing or natural immunity are reasonable accommodations. Defendant admits
15 that, on November 1, 2021, Mr. Bourne was placed on unpaid leave. Defendant admits that Mr. Bourne
16 was terminated on April 1, 2022. Defendant is without knowledge or information sufficient to form a
17 belief as to the truth of the remaining allegations in Paragraph 259 of the Complaint and on that basis
18 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
19 this Paragraph.

20 260. Defendant admits Derrell Rutherford has worked for over a year for Defendant, most
21 recently as a Transit Car Cleaner at the San Francisco Municipal Transportation Agency. Defendant
22 admits that Mr. Rutherford submitted a request for an exemption from the Vaccination Policy based on
23 his alleged religious belief, but denies that he submitted the request on October 13, 2021. Defendant
24 avers that the allegation that Mr. Rutherford's request was timely is vague and ambiguous, and on that
25 basis, denies it. Defendant admits Mr. Rutherford's request was denied on November 16, 2021.
26 Defendant admits it checked the following four boxes on its exemption determination form:
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1 “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held
2 Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health
3 and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing
4 Essential Function(s); Accommodation Would Result in Undue Hardship for the City.” Defendant
5 denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to
6 themselves, workers, and the public. Defendant denies the allegation that “As with other Municipal
7 Transportation Agency employees, CCSF’s treatment of Mr. Rutherford only underscores the pretext of
8 the City’s religious accommodation denials.” Defendant denies blindly checking every box as a possible
9 reason. Defendant denies he was never offered or provided any “interactive process” to assess
10 reasonable accommodations, and further denies that testing or natural immunity were reasonable
11 accommodations. Defendant admits that Mr. Rutherford currently remains on workers’ compensation
12 leave. Defendant is without knowledge or information sufficient to form a belief as to the truth of the
13 remaining allegations in Paragraph 260 of the Complaint and on that basis denies them. To the extent a
14 further response is required, Defendant denies the remaining allegations in this Paragraph.

15 **San Francisco Department of Emergency Management (5 Plaintiffs)**

16 261. Defendant admits Plaintiff Suzanne Borg has worked for Defendant for over 24 years,
17 most recently as a Public Safety Communications Dispatcher at the San Francisco Department of
18 Emergency Management. Defendant admits that on September 23, 2021, Ms. Borg submitted a request
19 for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the
20 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
21 admits Ms. Borg’s request was denied on October 14, 2021. Defendant admits it denied the exemption
22 and checked the following boxes on the exemption determination form: “Documentation Insufficient to
23 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
24 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
25 Yourself; and Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
26 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
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workers, and the public. Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies telework, testing, or consideration of natural immunity are reasonable accommodations. Defendant admits that Ms. Borg was placed on paid leave, but denies that she was placed on paid leave on November 1, 2021. Defendant admits that Ms. Borg was terminated, but denies it was on November 29, 2021. Defendant admits Ms. Borg was reinstated and placed on unpaid leave, but denies it was on December 22, 2021. Defendant denies that Ms. Borg was coerced to take the vaccine under duress in order to keep her job. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 261 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

262. Defendant admits Plaintiff Denise Arevalo was a Public Safety Communications Dispatcher at the San Francisco Department of Emergency Management for over 16 years. Defendant admits that on October 21, 2021, Ms. Arevalo submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits that she notified HR on October 26, 2021 that she had COVID-19-like symptoms, but denies that she advised HR that she was infected with COVID-19. Defendant admits that Ms. Arevalo’s request was denied on October 28, 2021. Defendant admits it checked the following three boxes on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies telework, testing, or consideration of natural immunity are reasonable accommodations. Defendant denies that at the time of Ms. Arevalo's exemption request and resulting termination, dispatchers were allowed to work in rooms

1 by themselves. Defendant denies that she was placed on unpaid leave. Defendant admits she was
2 terminated but denies it was on November 29, 2021. Defendant admits Ms. Arevalo was reinstated
3 retroactive to November 30, 2021 due to an agreement between the City and her labor union and placed
4 on unpaid leave until she was terminated on March 30, 2022. Defendant denies that its actions have
5 caused Ms. Arevalo and her husband to exhaust their deferred compensation accounts and savings, as
6 well as maxing out their credit cards. Defendant is without knowledge or information sufficient to form
7 a belief as to the truth of the remaining allegations in Paragraph 262 of the Complaint and on that basis
8 denies them. To the extent a further response is required, Defendant denies the remaining allegations in
9 this Paragraph.

10 263. Defendant admits Plaintiff Megan Boyle was employed by Defendant for over seven
11 years, most recently as a Public Safety Communications Dispatcher at the San Francisco Department of
12 Emergency Management. Defendant admits that on September 25, 2021, Ms. Boyle submitted a request
13 for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the
14 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
15 admits that Ms. Boyle's exemption request was denied on November 10, 2021. Defendant admits it
16 checked the following three boxes on the exemption determination form: "Documentation Insufficient to
17 Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
18 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
19 Yourself; and Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
20 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
21 workers, and the public. Defendant denies she was never offered or provided any "interactive process"
22 to assess reasonable accommodations, and further denies telework, testing, or consideration of natural
23 immunity are reasonable accommodations. Defendant admits she was terminated but denies it was on
24 November 12, 2021. Defendant denies that Ms. Boyle was terminated while on per diem status due to
25 having her first child. Defendant denies its actions caused Ms. Boyle to suffer loss of income and future
26 employability. Defendant is without knowledge or information sufficient to form a belief as to the truth
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1 of the remaining allegations in Paragraph 263 of the Complaint and on that basis denies them. To the
2 extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

3 264. Defendant admits Plaintiff Elizabeth Ng worked for Defendant for over two years, most
4 recently as a Public Safety Communications Dispatcher at the Department of Emergency Management.
5 Defendant admits Ms. Ng submitted a request for an exemption from the Vaccination Policy based on
6 her alleged religious beliefs, but denies it was submitted on September 27, 2021. Defendant avers that
7 the allegation that Ms. Ng's request was timely is vague and ambiguous, and on that basis, denies it.
8 Defendant admits that on October 15, 2021, Ms. Ng's request was denied. Defendant admits it checked
9 the following three boxes on the exemption determination form: "Documentation Insufficient to Show a
10 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
11 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
12 Yourself; and Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an
13 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
14 workers, and the public. Defendant denies she was never offered or provided any "interactive process"
15 to assess reasonable accommodations, and further denies telework, testing, or consideration of natural
16 immunity are reasonable accommodations. Defendant denies that at the time of Ms. Ng's exemption
17 request and resulting termination it overlooked that she and others worked in separate spaces and did not
18 need to be near one another. Defendant admits that Ms. Ng went out on medical leave on or about the
19 same date. Defendant denies that Ms. Ng was terminated on November 1, 2021 and placed on unpaid
20 leave. Defendant admits Ms. Ng was terminated on April 1, 2022 but denies that it was a second
21 termination. Defendant is without knowledge or information sufficient to form a belief as to the truth of
22 the remaining allegations in Paragraph 264 of the Complaint and on that basis denies them. To the extent
23 a further response is required, Defendant denies the remaining allegations in this Paragraph.

24 265. Defendant admits Plaintiff Sasa Galuega worked for Defendant for over one year, at the
25 Department of Emergency Management, most recently as a Public Safety Communications Dispatcher.
26 Defendant admits that on October 4, 2021, Mrs. Galuega submitted a request for an exemption from the
27

Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits it checked the following three boxes on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; and Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant denies that the allegation that it “overlooked that she (and others) previously worked in separate spaces with no need to be near one another—because there were so few in her department in need of accommodations, splitting them into different shifts and allowing them to work isolated from others could have been another reasonable (and costless) accommodation.” Defendant admits she was terminated on November 1, 2021 but denies such termination occurred while on disability leave. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 265 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

San Francisco Human Services Agency (4 Plaintiffs)

266. Defendant admits Priscilla Sau Lenh worked for Defendant for approximately 23 years, most recently as a Senior Eligibility Worker at the Human Services Agency. Defendant admits that on October 15, 2021, Ms. Lenh submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Ms. Lenh’s request was denied on October 29, 2021. Defendant admits it checked the following two boxes on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance; and Accommodation Would Result in Undue Hardship for the

City.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits that on February 1, 2022, Ms. Lenh was placed on unpaid leave and that she was terminated on April 1, 2022. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 266 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

267. Defendant admits Plaintiff Andrea Salfiti worked for Defendant for over nine years, most recently as a Program Support Analyst at the San Francisco Human Services Agency. Defendant admits that on June 29, 2021, Ms. Salfiti submitted a request for an exemption from the Vaccination Policy based on her alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Ms. Salfiti’s request was denied on October 15, 2021. Defendant admits it denied the exemption request and checked the following box on its exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant denies she was never offered or provided any “interactive process” to assess reasonable accommodations. Defendant admits that Ms. Salfiti’s request for an exemption included a letter, the contents of which speak for themselves. Defendant denies Ms. Salfiti should have been considered “naturally immunized.” Defendant denies that vaccination constitutes “artificial immunization.” Defendant admits that Ms. Salfiti telecommuted previously 100% between April 2020 and September 2020 but denies she could have been accommodated through remote work. Defendant admits that Ms. Salfiti was terminated, but denies it was on April 1, 2022. Defendant denies its actions caused her to lose the accumulation of her retirement benefits. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 267 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining

1 allegations in this Paragraph.

2 268. Defendant admits Plaintiff Doris Nauer worked for Defendant for over five years, most
3 recently as a Senior Clerk with the Human Services Agency. Defendant admits that on October 13,
4 2021, Ms. Nauer submitted a request for an exemption from the Vaccination Policy based on her alleged
5 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
6 on that basis, denies it. Defendant admits Ms. Nauer's request was denied the same month. Defendant
7 admits it checked the following three boxes on its exemption determination form: "Documentation
8 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief,
9 Practice or Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others
10 and/or Yourself; and Accommodation Would Result in Undue Hardship for the City." Defendant denies
11 it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
12 workers, and the public. Defendant admits that Ms. Nauer submitted a 6-page statement, the content of
13 which speaks for itself. Defendant denies he was never offered or provided any "interactive process" to
14 assess reasonable accommodations, and further denies that natural immunity was a reasonable
15 accommodation. Defendant admits she was teleworking part time at the time of her request. Defendant
16 admits that Ms. Nauer placed on paid leave on November 1, 2021. Defendant denies was terminated on
17 December 8, 2021. Defendant admits she was terminated but denies it was on April 1, 2022. Defendant
18 is without knowledge or information sufficient to form a belief as to the truth of the remaining
19 allegations in Paragraph 268 of the Complaint and on that basis denies them. To the extent a further
20 response is required, Defendant denies the remaining allegations in this Paragraph.

21 269. Defendant admits Ms. Hyun worked for Defendant for approximately 21 years, most
22 recently as an IS Senior Business Analyst. Defendant denies Ms. Hyun worked for the Department of
23 Human Services, as Defendant has no department with that name. Defendant admits that on August 30,
24 2021, Ms. Hyun submitted a request for an exemption from the Vaccination Policy based on her alleged
25 religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and
26 on that basis, denies it. Defendant admits Ms. Hyun's request was denied, but denies that it was on
27

October 1, 2021. Defendant admits it denied the exemption request and checked the following box on the exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant denies it “felt justified not to engage in an ‘interactive process’ to determine what reasonable accommodation might be made for Ms. Hyun.” Defendant denies she could have been considered “naturally immunized.” Defendant denies that vaccination constitutes “artificial immunization.” Defendant admits she previously performed her job duties remotely during part of the pandemic. Defendant denies the IT Department was exempted from the general requirement that workers be on site three days each week at the time of her employment. Defendant denies there was no reason for Ms. Hyun to be in the office, and, that she was “forced” to be in the office. Defendant denies that all employees in the IT unit were working remotely during the remodel. Defendant denies her exemption could easily have been accommodated by allowing her to telework. Defendant denies the allegation that on November 1, 2021, Ms. Hyun was removed from her position pending termination. Defendant admits that Ms. Hyun resigned on January 22, 2022, but denies it was under duress. Defendant denies that its actions forced Ms. Hyun’s retirement, and that her retirement was “untimely, causing additional emotional distress due to financial insecurity.” Defendant denies that she has been forced to deplete her savings to make ends meet. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 269 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

San Francisco International Airport (3 Plaintiffs)

270. Defendant admits Plaintiff Alden Francisco Bello worked for CCSF for over 30 years, most recently an Airfield Safety Officer at the San Francisco International Airport. Defendant admits that on October 18, 2021, Mr. Bello submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits Mr. Bello submitted a 6-page letter, the

content of which speaks for itself. Defendant admits Mr. Bello's request was denied on October 28, 2021. Defendant admits it checked the following box on its exemption determination form: "Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself." Defendant later denied the request and checked the following box on its exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies he was never offered or provided any "interactive process" to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant denies his jobs duties required minimal interaction with other people and that he spent most of his time alone in a truck. Defendant denies the allegation that "a prior infection in March 2021 would have revealed to the City the pointlessness of forcing artificial immunity" on him. Defendant admits Mr. Bello, on November 1, 2021, was placed on unpaid leave and was referred to the 60-day Citywide job vacancy search, but denies the job vacancy search was futile. Defendant admits Mr. Bello's job search expired without a suitable vacancy and that he was terminated on April 4, 2022. Defendant denies that Mr. Bello's unemployment benefits were denied due to his breaking a "reasonable employer rule" or that there was a false accusation. Defendant denies Mr. Bello was forced to retire early. Defendant denies he would have reached 31 years of service with the City on May 29, 2022. Defendant denies Mr. Bello's retirement was forced and therefore denies the details as to his "penalty for his forced early retirement" and all calculations and alleged losses in Paragraph 270 of the Complaint. Defendant denies Mr. Bello was "forced" to use all of his vacation and comp time. Defendant denies it caused financial devastation to Mr. Bello and that it "caused him to struggle to keep up with his bills, causing his credit rating to decline, and [that] he has suffered a severe amount of stress about his financial situation and future ability to provide for his family." Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 270 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining

1 allegations in this Paragraph.

2 271. Defendant admits Plaintiff Yohei Kakuda worked for over 15 years as an Airfield Safety
3 Officer at the San Francisco International Airport. Defendant admits that Mr. Kakuda submitted a
4 request for an exemption from the Vaccination Policy based on his alleged religious beliefs on October
5 18, 2021, but avers that the allegation that the request was timely is vague and ambiguous, and on that
6 basis, denies it. Defendant admits Mr. Kakuda's request was denied on October 28, 2021. Defendant
7 admits it denied the exemption request and checked the following box on the exemption determination
8 form: "Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
9 Yourself." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee
10 presents a danger to themselves, workers, and the public. Defendant denies he was never offered or
11 provided any "interactive process" to assess reasonable accommodations, and further denies that testing
12 or natural immunity were reasonable accommodations. Defendant denies his jobs duties required
13 minimal interaction with other people and he spent most of his time alone in a truck. Defendant denies
14 the allegation that "a prior infection in March 2021 would have revealed to the City the pointlessness of
15 forcing artificial immunity" on him.

16 Defendant admits Mr. Kakuda was placed on unpaid leave on or about November 1, 2021 and
17 was referred to the 60-day Citywide job vacancy search. Defendant denies the job vacancy search was
18 futile. Defendant admits Mr. Kakuda's job search expired without a suitable vacancy and that he was
19 terminated on April 4, 2022. Defendant denies it actions caused him to suffer tremendous financial
20 hardship. Defendant denies that after being placed on unpaid leave in November 2021, Mr. Kakuda was
21 forced to use all his accrued vacation and comp time. Defendant denies the allegation that "Due to these
22 hardships, he became very anxious, stressed, and emotionally unstable." Defendant is without
23 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in
24 Paragraph 271 of the Complaint and on that basis denies them. To the extent a further response is
25 required, Defendant denies the remaining allegations in this Paragraph.

26 272. Defendant admits Plaintiff Heather Susan Tyks worked for over nine years for CCSF.
27

1 Defendant admits Ms. Tyks's most recent title was Airfield Safety Officer at the San Francisco
2 International Airport. Defendant admits Ms. Tyks submitted a request for an exemption from the
3 Vaccination Policy based on her alleged religious beliefs on October 18, 2021, but avers that the
4 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
5 admits Ms. Tyks's request was denied on October 28, 2021. Defendant admits it denied the exemption
6 request and checked the following box on the exemption determination form: "Accommodation Would
7 Pose a Direct Threat to the Health and Safety of Others and/or Yourself." Defendant denies it is an
8 "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves,
9 workers, and the public. Defendant denies that Ms. Tyks was never offered an interactive process to
10 assess reasonable accommodations, and further denies that testing and natural immunity were reasonable
11 accommodations. Defendant denies that Ms. Tyks's job duties required minimal interaction with other
12 people and that she spent most of her time alone in a truck. Defendant denies the allegation that "a prior
13 infection in March 2021 would have revealed to the City the pointlessness of forcing artificial
14 immunity" on her.

15 Defendant admits Ms. Tyks was placed on unpaid leave. Defendant admits Ms. Tyks was
16 referred to the 60-day Citywide job vacancy search in or around approximately the beginning of
17 November 2021. Defendant denies the job vacancy search was futile. Defendant admits the 60-day job
18 vacancy search was exhausted without a suitable vacancy and that Ms. Tyks was terminated on April 4,
19 2022. Defendant denies its actions caused her to suffer tremendous financial hardship. Defendant denies
20 that after being placed on unpaid leave, Ms. Tyks was forced to use all her accrued vacation and comp
21 time just to pay her bills. Defendant admits Ms. Tyks applied for and began receiving unemployment
22 benefits in or around January 2022. Defendant denies that the City filed a dispute against her benefit
23 eligibility claiming she was discharged because she broke a reasonable employer rule. Defendant is
24 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
25 in Paragraph 272 of the Complaint and on that basis denies them. To the extent a further response is
26 required, Defendant denies the remaining allegations in this Paragraph.

San Francisco Recreation and Parks (2 Plaintiffs)

273. Defendant admits that Plaintiff Vince Bryant-Teasdale worked for CCSF for over four years. Defendant admits Mr. Bryant-Teasdale most recently worked for Defendant as a Stationary Engineer in its Recreation and Parks Department. Defendant admits Mr. Bryant-Teasdale requested an exemption from the Vaccination Policy on October 18, 2021 based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant admits that Mr. Bryant-Teasdale provided requested documents and answered additional questions from HR staff. Defendant admits Mr. Bryant-Teasdale's request was denied. Defendant admits it checked the following box on its exemption determination form: "Documentation Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or Observance." Defendant denies Mr. Bryant-Teasdale was never offered an interactive process to assess reasonable accommodations, and further denies that testing or natural immunity were reasonable accommodations. Defendant admits Mr. Bryant-Teasdale was terminated on December 14, 2021. Defendant denies that it caused Mr. Bryant-Teasdale "financial turmoil" which has "taken a mental and physical toll on him." Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 273 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

274. Defendant denies that Plaintiff Oliver Sampson Hughes worked for CCSF for six years and denies that he worked for CCSF as a public school teacher. Defendant admits that he work for at least two years as a Gardener in its Recreation and Parks Department. Defendant admits Mr. Hughes submitted a request for an exemption from the Vaccination Policy based on his alleged religious beliefs, but avers that the allegation that the request was timely is vague and ambiguous, and on that basis denies it. Defendant admits his request was denied but denies it was on the same day. Defendant denies Mr. Hughes worked alone but admits he worked outdoors. Defendant denies a claim of undue burden was not colorable. Defendant admits it denied the exemption request and checked the following boxes on the

1 exemption determination form: “Documentation Insufficient to Show a Conflict Between Vaccination
 2 Requirement and Sincerely Held Religious Belief, Practice or Observance.” Defendant admits Mr.
 3 Hughes provided a description of his beliefs asserting his reasons for an accommodation. Defendant
 4 denies the allegation that the vaccination was unnecessary for Mr. Hughes’s job role. Defendant admits
 5 Mr. Hughes was placed on administrative leave on November 1, 2021 and then terminated on April 1,
 6 2022. Defendant denies that it did not attempt to accommodate him. Defendant is without knowledge or
 7 information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 274 of the
 8 Complaint and on that basis denies them. To the extent a further response is required, Defendant denies
 9 the remaining allegations in this Paragraph.

10 **San Francisco Department of Building Inspection (1 Plaintiff)**

11 275. Defendant admits Johanna Josepha Coble was employed by Defendant for over 21 years,
 12 most recently as a Housing Inspector for the Department of Building Inspection. Defendant admits that
 13 Ms. Coble submitted a request for an exemption from the Vaccination Policy based on her alleged
 14 religious beliefs on October 14, 2021, but avers that the allegation that the request was timely is vague
 15 and ambiguous, and on that basis, denies it. Defendant admits that Ms. Coble’s request mentioned that
 16 she allegedly previously had COVID-19 and that it was denied on November 30, 2021. Defendant
 17 admits that Ms. Coble submitted a three-page statement asserting her alleged beliefs and that it further
 18 received a letter purporting to be from her attorney. Defendant admits it checked the following boxes on
 19 the exemption determination form: “Documentation Insufficient to Show a Conflict Between
 20 Vaccination Requirement and Sincerely Held Religion Belief, Practice or Observance; Accommodation
 21 Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would
 22 Prevent Employee from Performing Essential Function(s); and Other: Position working with the Public
 23 & In Office.” Defendant denies it claimed Ms. Coble’s religious beliefs were insincere in the exemption
 24 determination form. Defendant denies it never engaged in an interactive process to assess reasonable
 25 accommodations, and further, that testing or natural immunity were reasonable accommodations or
 26 “superior” to Defendant’s alleged “forced artificial immunity.” Defendant admits she was placed on
 27

1 unpaid leave but denies it was at the beginning of November. Defendant denies Ms. Coble was
2 terminated but admits she retired on April 1, 2022. Defendant is without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 275 of the Complaint
4 and on that basis denies them. To the extent a further response is required, Defendant denies the
5 remaining allegations in this Paragraph.

6 **San Francisco Controller's Office (1 Plaintiff)**

7 276. Defendant admits that Plaintiff Jerry Wayne Schulze worked for the City and County of
8 San Francisco Controller's Office for 11 years, but Defendant denies Mr. Schulze's most recent title
9 was IT Project Director. Defendant admits that Mr. Schulze submitted a request for an exemption from
10 the Vaccination Policy based on his alleged religious beliefs on or about September 22, 2021, but avers
11 that the allegation that the request was timely is vague and ambiguous, and on that basis, denies that
12 allegation. Defendant admits that it denied Mr. Schulze's request on or about October 14, 2021.
13 Defendant admits it checked the following box on its exemption determination form: "Documentation
14 Insufficient to Show a Conflict Between Vaccination Requirement and Sincerely Held Religious
15 Belief." Defendant denies he was never offered an interactive process to assess reasonable
16 accommodations, and further denies that testing or continued remote work were reasonable
17 accommodations. Defendant admits he had been working remotely, but avers that the allegation "since
18 the pandemic was declared" is vague and ambiguous, and on that basis, denies it. Defendant denies the
19 closest thing to an interactive process Mr. Schulze received was a call from his manager seeking to
20 persuade him to make an exception to his religious beliefs and take the vaccine. Defendant denies his
21 manager alternatively suggested that Mr. Schulze get a fake vaccination card if he could not take the
22 vaccine. Defendant admits Mr. Schulze was placed on administrative leave on November 1, 2021 and
23 terminated on November 22, 2021. Defendant admits Mr. Schulze's termination was rescinded and that
24 he was placed on unpaid leave effective December 30, 2021. Defendant admits Mr. Schulze was
25 terminated on April 1, 2022. Defendant denies its actions caused Mr. Schulze to suffer monetary and
26 career damages. Defendant denies that he was "forced to take an early retirement since his finances were
27

1 negatively impacted by having to accept a lower paying job to pay his bills.” Defendant denies the
2 allegation that “The future cost of his retirement healthcare has also been severely impacted by the
3 City’s actions.” Defendant is without knowledge or information sufficient to form a belief as to the truth
4 of the remaining allegations in Paragraph 276 of the Complaint and on that basis denies them. To the
5 extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

6 **San Francisco Environmental Services (1 Plaintiff)**

7 277. Defendant admits Plaintiff Zhangrui Nie has worked for CCSF for over six years, most
8 recently as a Porter at the Department of Environmental Services. Defendant admits on September 14,
9 2021, Ms. Nie submitted a request for an exemption from the Vaccination Policy, but avers that the
10 allegation that the request was timely is vague and ambiguous, and on that basis, denies it. Defendant
11 denies the request was ignored. Defendant admits on October 1, 2021 Ms. Nie was placed on
12 administrative leave. Defendant denies its actions have caused tremendous harm to Ms. Nie, both
13 medically and financially. Defendant is without knowledge or information sufficient to form a belief as
14 to the truth of the remaining allegations in Paragraph 277 of the Complaint and on that basis denies
15 them. To the extent a further response is required, Defendant denies the remaining allegations in this
16 Paragraph.

17 **San Francisco Fire Department (1 Plaintiff)**

18 278. Defendant admits Plaintiff Marcos Palacio has worked for the San Francisco Fire
19 Department for over eight years, most recently as a Firefighter. Defendant admits Mr. Palacio submitted
20 a request for an exemption from the Vaccination Policy based on his alleged religious beliefs on or
21 about September 29, 2021, but avers that the allegation that the submission was timely is so vague and
22 ambiguous as to preclude a response, and on that basis, Defendant denies it. Defendant admits that it
23 notified Mr. Palacio that his request had been denied on October 14, 2021. Defendant admits it checked
24 the following four boxes on its exemption determination form: “Documentation Insufficient to Show a
25 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
26 Observance; Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or
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1 Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s);
 2 Accommodation Would Result in Undue Hardship for the City.” Defendant denies it is an
 3 “unsubstantiated belief” that an unvaccinated person employee presents a danger to themselves,
 4 workers, and the public. Defendant denies the allegations that “CCSF’s treatment of Mr. Palacio only
 5 underscores the pretext of the City’s religious accommodation denials.” Defendant denies it blindly
 6 checked every box as a possible reason. Defendant denies he was never offered an interactive process to
 7 assess reasonable accommodations, and further, that testing or natural immunity were reasonable
 8 accommodations. Defendant admits Mr. Palacio was placed on unpaid administrative leave effective
 9 January 16, 2022. Defendant denies Mr. Palacio “demonstrated” “natural immunity.” Defendant denies
 10 Mr. Palacio was coerced into taking the COVID-19 vaccine to provide for his family. Defendant is
 11 without knowledge or information sufficient to form a belief as to the truth of the remaining allegations
 12 in Paragraph 278 of the Complaint and on that basis denies them. To the extent a further response is
 13 required, Defendant denies the remaining allegations in this Paragraph.

14 **San Francisco Planning Department (1 Plaintiff)**

15 279. Defendant admits Mr. Yoshikawa worked for Defendant’s Planning Department for over
 16 13 years, most recently as an IT Operations Support Administrator IV. Defendant admits Mr.
 17 Yoshikawa submitted a request for an exemption from the Vaccination Policy based on his alleged
 18 religious beliefs on or about September 17, 2021, but avers that the allegation that the submission was
 19 timely is so vague and ambiguous as to preclude a response, and on that basis, Defendant denies it.
 20 Defendant admits it denied Mr. Yoshikawa’s request on or about October 12, 2021. Defendant admits it
 21 checked the following box on its exemption determination form: “Documentation Insufficient to Show a
 22 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
 23 Observance.” Defendant denies it is an “unsubstantiated belief” that an unvaccinated person employee
 24 presents a danger to themselves, workers, and the public. Defendant denies he was never offered an
 25 interactive process to assess reasonable accommodations, and further denies telework, testing, or
 26 consideration of natural immunity are reasonable accommodations. Defendant admits Mr. Yoshikawa

1 previously performed at least 50% of his work remotely and had been told by his supervisor that 90% of
2 his job or more could be performed remotely and that his supervisor told him it was fine for him to work
3 remotely at that time. Defendant admits his supervisor also relayed this same information to the
4 department's HR manager. Defendant admits Mr. Yoshikawa was placed on administrative leave on
5 November 1, 2021 and terminated on November 22, 2021. Defendant admits Mr. Yoshikawa was
6 reinstated and placed on paid leave, but denies this occurred around January 3, 2022. Defendant admits
7 Mr. Yoshikawa was terminated on March 22, 2022. Defendant is without knowledge or information
8 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 279 of the Complaint
9 and on that basis denies them. To the extent a further response is required, Defendant denies the
10 remaining allegations in this Paragraph.

11 **Port of San Francisco (1 Plaintiff)**

12 280. Defendant admits Mr. Nishimura worked for Defendant as a Property Manager at the Port
13 of San Francisco for over two years. Defendant admits Mr. Nishimura submitted a request for an
14 exemption from the Vaccination Policy based on his alleged religious beliefs on or about September 27,
15 2021, but avers that the allegation that the submission was timely is so vague and ambiguous as to
16 preclude a response, and on that basis, Defendant denies it. Defendant admits that it denied Mr.
17 Nishimura's request on or about October 13, 2021. Defendant denies it asserted that Mr. Nishimura's
18 claim of religious belief was insincere. Defendant admits it denied the exemption request and checked
19 the following boxes on the exemption determination form: "Documentation Insufficient to Show a
20 Conflict Between Vaccination Requirement and Sincerely Held Religious Belief, Practice or
21 Observance." Defendant denies it felt justified not to engage in an interactive process to determine what
22 reasonable accommodation might be made for Mr. Nishimura. Defendant admits he was placed on
23 administrative leave but denies it was on November 1, 2021. Defendant admits Mr. Nishimura received
24 a Notice of Dismissal on December 2, 2021. Defendant admits it terminated Mr. Nishiura on April 1,
25 2022 but denies that it was a second termination. Defendant denies that its actions were egregious and
26 denies it caused Mr. Nishimura to see a therapist. Defendant is without knowledge or information
27

sufficient to form a belief as to the truth of the remaining allegations in Paragraph 280 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

San Francisco Public Library (1 Plaintiff)

281. Defendant admits that Plaintiff Simon Can Hui Yep worked for over 23 years, most recently as a Library Page at the San Francisco Public Library. Defendant admits that Mr. Yep submitted a request for an exemption from the Vaccination Policy based on religious beliefs on or about October 4, 2021, but avers that the allegation that the submission was timely is so vague and ambiguous as to preclude a response. Defendant admits Mr. Yep's request for an exemption was denied on or about November 1, 2021. Defendant admits it checked the following three boxes on the exemption determination form: "Accommodation Would Pose a Direct Threat to the Health and Safety of Others and/or Yourself; Accommodation Would Prevent Employee from Performing Essential Function(s); and Accommodation Would Result in Undue Hardship for the City." Defendant denies it is an "unsubstantiated belief" that an unvaccinated person employee presents a danger to themselves, workers, and the public. Defendant denies Mr. Yep was never offered an interactive process to assess reasonable accommodations, and further denies telework, testing, or consideration of natural immunity are reasonable accommodations. Defendant admits Mr. Yep was terminated on November 30, 2021 and reinstated on December 22, 2021. Defendant admits Mr. Yep was placed on unpaid leave but denies it was on December 22, 2021. Defendant admits it terminated Mr. Yep on March 30, 2022 but denies that it was a second termination. Defendant denies its actions caused his family and him to suffer financial stress and negative mental health. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 281 of the Complaint and on that basis denies them. To the extent a further response is required, Defendant denies the remaining allegations in this Paragraph.

282. Defendant denies that Plaintiffs each filed complaints with the Equal Employment Opportunity Commission. This remainder of Paragraph 282 sets forth legal conclusions and questions of

law to which no response is required. To the extent a response is required, Defendant denies the remaining allegations in this paragraph.

Defendants

283. Defendant admits it is municipal corporation and administrative division of the State of California.

284. Defendant admits London Breed is the mayor of San Francisco and chief executive of the City and County. Defendant denies the remaining allegations in Paragraph 284 of the Complaint and avers that Mayor London Breed has been dismissed from this action.

285. Defendant admits Carol Isen is the Human Resources Director of the City and County of San Francisco. Defendant denies the allegation that her “responsibilities include enforcing all employment policies of San Francisco, including the vaccine mandate and the denial of accommodation requests.” Defendant avers that Carol Isen has been dismissed from this action.

286. Defendant admits Kate Howard is an employee of the City and County of San Francisco. Defendant denies her title is Deputy Director of Human Resources for San Francisco. Defendant avers that Kate Howard has been dismissed from this action.

287. Defendant admits Mawuli Tugbenyoh is an employee of the City and County of San Francisco. Defendant denies the remaining allegations in this paragraph. Defendant avers that Mawuli Tugbenyoh has been dismissed from this action.

288. Defendant admits Janie White is an employee of the City and County of San Francisco. Defendant denies the remaining allegations in this paragraph. Defendant avers that Janie White has been dismissed from this action.

289. Defendant admits Jessica Comes is an employee of the City and County of San Francisco. Defendant denies the remaining allegations in this paragraph. Defendant avers that Jessica Comes has been dismissed from this action.

290. Defendant denies the allegations in Paragraph 290.

CAUSES OF ACTION

COUNT ONE

TITLE VII – RELIGIOUS DISCRIMINATION – FAILURE TO ACCOMMODATE

(42 U.S.C. § 2000e-2(a)(1))

(Religious Plaintiffs vs. All Defendants)

291. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 291.

292. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 292.

293. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 293.

294. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 294.

295. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 295.

296. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 296.

297. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 297.

298. Defendant denies the allegations in Paragraph 298.

299. Defendant denies the allegations in Paragraph 299.

300. Defendant denies the allegations in Paragraph 300.

301. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 301.

302. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 302.

303. Defendant denies the allegations in Paragraph 303.

304. Defendant denies that the ability to provide accommodations to Plaintiffs is evident. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 304 of the Complaint and on that basis denies them.

305. Defendant denies the existence of cost-free accommodations for SFGH. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 305 of the Complaint and on that basis denies them.

306. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 306 of the Complaint, including footnote 62, and on that basis denies them.

307. Defendant denies the allegations in Paragraph 307.

308. This paragraph, including footnote 63, sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation “as the European Union did throughout 2021” and on that basis denies the allegations. Defendant denies the remaining allegations, if any, in this paragraph.

309. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 309 of the Complaint and on that basis denies them.

310. Defendant denies the allegations in Paragraph 310.

311. Defendant denies the allegations in Paragraph 311.

312. Defendant denies the allegations in Paragraph 312.

313. Defendant denies the allegations in Paragraph 313.

314. Defendant denies the allegations in Paragraph 314.

315. Defendant denies the allegations in Paragraph 315.

316. Defendant denies the allegations in Paragraph 316.

COUNT TWO

TITLE VII – RELIGIOUS DISCRIMINATION – DISPARATE TREATMENT

(42 U.S.C. § 2000e-2(a)(1))

(Religious Plaintiffs vs. All Defendants)

317. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 317.

318. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 318.

319. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 319.

320. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 320.

321. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 321.

322. Defendant denies the allegations in Paragraph 322.

323. Defendant denies the allegations in Paragraph 323.

324. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 324.

325. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 325.

326. Defendant denies the allegations in Paragraph 326.

327. Defendant denies the allegations in Paragraph 327.

328. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 328.

329. Defendant denies the allegations in Paragraph 329.

330. Defendant denies the allegations in Paragraph 330. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in footnote 64 of the Complaint and on that basis denies.

331. Defendant denies the allegations in Paragraph 331.

332. Defendant denies the allegations in Paragraph 332.

333. Defendant denies the allegations in Paragraph 333.

334. Defendant denies the approval rate across the City was around 8% for medical accommodation requests. Defendant further denies the religious accommodation requests had an approval rate of 0.8%. Defendant denies the remaining allegations in Paragraph 334.

335. Defendant denies the allegations in Paragraph 335.

336. Defendant denies the allegations in Paragraph 336.

337. Defendant denies the allegations in Paragraph 337.

338. Defendant denies the allegations in Paragraph 338.

339. Defendant denies the allegations in Paragraph 339.

340. Defendant denies the allegations in Paragraph 340.

341. Defendant denies the allegations in Paragraph 341.

342. Defendant denies the allegations in Paragraph 342.

343. Defendant denies the allegations in Paragraph 343.

344. Defendant denies the allegations in Paragraph 344.

COUNT THREE

TITLE VII – RETALIATION FOR RELIGIOUS CLAIMS

(42 U.S.C. §2000e-3(a))

(Religious Plaintiffs vs. All Defendants)

345. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 345.

346. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 346.

347. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 347.

348. Defendant denies the allegations in Paragraph 348.

349. Defendant denies the allegations in Paragraph 349.

350. Defendant denies the allegations in Paragraph 350.

351. Defendant denies the allegations in Paragraph 351.

352. Defendant denies the allegations in Paragraph 352.

353. Defendant denies the allegations in Paragraph 353.

354. Defendant denies the allegations in Paragraph 354.

355. Defendant denies the allegations in Paragraph 355.

356. Defendant denies the allegations in Paragraph 356.

357. Defendant denies the allegations in Paragraph 357.

358. Defendant denies the allegations in Paragraph 358.

359. Defendant denies the allegations in Paragraph 359.

360. Defendant denies the allegations in Paragraph 360.

361. Defendant denies the allegations in Paragraph 361.

362. Defendant denies the allegations in Paragraph 362.

363. Defendant denies the allegations in Paragraph 363.

364. Defendant denies the allegations in Paragraph 364.

COUNT FOUR

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

RELIGIOUS DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE

PROCESS

(Cal. Gov. Code § 12900 et seq.)

(Religious Plaintiffs vs. All Defendants)

365. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 365.

366. Defendant denies the allegations in Paragraph 366.

367. Defendant denies the allegations in Paragraph 367.

368. Defendant denies the allegations in Paragraph 368.

369. Defendant denies the allegations in Paragraph 369.

370. Defendant denies the allegations in Paragraph 370.

371. Defendant denies the allegations in Paragraph 371.

372. Defendant denies the allegations in Paragraph 372.

373. Defendant denies the allegations in Paragraph 373.

374. Defendant denies the allegations in Paragraph 374.

375. Defendant denies the allegations in Paragraph 375.

376. Defendant denies the allegations in Paragraph 376.

377. Defendant denies the allegations in Paragraph 377.

378. Defendant denies the allegations in Paragraph 378.

COUNT FIVE

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

RELIGIOUS DISCRIMINATION – FAILURE TO ACCOMMODATE

(Cal. Gov. Code § 12940(l))

(Religious Plaintiffs vs. All Defendants)

379. Paragraph 379 sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 379.

380. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 380.

381. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 381.

382. Defendant denies the allegations in Paragraph 382.

383. Defendant denies the allegations in Paragraph 383.

384. Defendant is without knowledge or information sufficient to form a belief as to the truth

of the allegations in Paragraph 384 of the Complaint and on that basis denies them.

385. Defendant denies the allegations in Paragraph 385.

386. Defendant denies the allegations in Paragraph 386.

387. Defendant denies the allegations in Paragraph 387.

388. Defendant denies the allegations in Paragraph 388.

389. Defendant denies the allegations in Paragraph 389.

390. Defendant denies the allegations in Paragraph 390.

391. Defendant denies the allegations in Paragraph 391.

COUNT SIX

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

RETALIATION FOR RELIGIOUS CLAIMS

(Cal. Gov. Code § 12940(h) et seq.)

(Religious Plaintiffs vs. All Defendants)

392. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 392.

393. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 393.

394. Defendant denies the allegations in Paragraph 394.

395. Defendant denies the allegations in Paragraph 395.

396. Defendant denies the allegations in Paragraph 396.

397. Defendant denies the allegations in Paragraph 397.

398. Defendant denies the allegations in Paragraph 398.

399. Defendant denies the allegations in Paragraph 399.

400. Defendant denies the allegations in Paragraph 400.

401. Defendant denies the allegations in Paragraph 401.

COUNT SEVEN

AMERICANS WITH DISABILITIES ACT

DISCRIMINATION BASED ON PERCEIVED DISABILITY

(42 U.S.C. § 12101, et seq.)

(All Plaintiffs vs. All Defendants)

402. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 402.

403. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 403.

404. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 404 of the Complaint and on that basis denies them.

405. Defendant denies the allegations in Paragraph 405.

406. Defendant denies the allegations in Paragraph 406.

407. Defendant denies the allegations in Paragraph 407.

408. Defendant denies the allegations in Paragraph 408.

409. Defendant denies the allegations in Paragraph 409.

410. Defendant denies the allegations in Paragraph 410.

411. Defendant denies the allegations in Paragraph 411.

412. Defendant denies the allegations in Paragraph 412.

413. Defendant denies the allegations in Paragraph 413.

414. Defendant denies the allegations in Paragraph 414.

415. Defendant denies the allegations in Paragraph 415.

COUNT EIGHT

AMERICANS WITH DISABILITIES ACT

DISABILITY DISCRIMINATION – FAILURE TO ACCOMMODATE

(42 U.S.C. § 12101, et seq.)

(Medical Plaintiffs vs. All Defendants)

416. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 416.

417. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 417 of the Complaint and on that basis denies them.

418. Defendant denies the allegations in Paragraph 418.

419. Defendant denies the allegations in Paragraph 419.

420. Defendant denies the allegations in Paragraph 420.

421. Defendant denies the allegations in Paragraph 421.

422. Defendant denies the allegations in Paragraph 422.

423. Defendant denies the allegations in Paragraph 423.

424. Defendant denies the allegations in Paragraph 424.

425. Defendant denies the allegations in Paragraph 425.

426. Defendant denies the allegations in Paragraph 426.

COUNT NINE

AMERICANS WITH DISABILITIES ACT

RETALIATION FOR DISABILITY CLAIMS

(42 U.S.C. § 12101, et seq.)

(Medical Plaintiffs vs. All Defendants)

427. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 427.

428. Defendant denies the allegations in Paragraph 428.

429. Defendant denies the allegations in Paragraph 429.

430. Defendant denies the allegations in Paragraph 430.

431. Defendant denies the allegations in Paragraph 431.

432. Defendant denies the allegations in Paragraph 432.

433. Defendant denies the allegations in Paragraph 433.

434. Defendant denies the allegations in Paragraph 434.

435. Defendant denies the allegations in Paragraph 435.

436. Defendant denies the allegations in Paragraph 436.

437. Defendant denies the allegations in Paragraph 437.

438. Defendant denies the allegations in Paragraph 438.

439. Defendant denies the allegations in Paragraph 439.

COUNT TEN

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE

PROCESS

(Cal. Gov. Code § 12900 et seq.)

(Medical Plaintiffs vs. All Defendants)

440. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 440.

441. Defendant denies the allegations in Paragraph 441.

442. Defendant denies the allegations in Paragraph 442.

443. Defendant denies the allegations in Paragraph 443.

444. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 444.

445. Defendant denies the allegations in Paragraph 445.

446. Defendant denies the allegations in Paragraph 446.

447. Defendant denies the allegations in Paragraph 447.

448. Defendant denies the allegations in Paragraph 448.

449. Defendant denies the allegations in Paragraph 449.

450. Defendant denies the allegations in Paragraph 450.

451. Defendant denies the allegations in Paragraph 451.

452. Defendant denies the allegations ins Paragraph 452.

COUNT ELEVEN

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

FAILURE TO ACCOMMODATE

(Cal. Gov. Code § 12900 et seq.)

(Medical Plaintiffs vs. All Defendants)

453. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 453.

454. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 454 of the Complaint and on that basis denies them.

455. Defendant denies the allegations in Paragraph 455.

456. Defendant deniesthe allegations in Paragraph 456.

457. Defendant denies the allegations in Paragraph 457.

458. Defendant denies the allegations in Paragraph 458.

459. Defendant denies the allegations in Paragraph 459.

460. Defendant denies the allegations in Paragraph 460.

461. Defendant denies the allegations in Paragraph 461.

COUNT TWELVE

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

RETALIATION FOR DISABILITY CLAIMS

(Cal. Gov. Code § 12900 et seq.)

(Medical Plaintiffs vs. All Defendants)

462. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 462.

463. Defendant denies the allegations in Paragraph 463.

464. Defendant denies the allegations in Paragraph 464.

465. Defendant denies the allegations in Paragraph 465.

466. Defendant denies the allegations in Paragraph 466.

467. Defendant denies the allegations in Paragraph 467.

468. Defendant denies the allegations in Paragraph 468.

469. Defendant denies the allegations in Paragraph 469.

470. Defendant denies the allegations in Paragraph 470.

COUNT THIRTEEN

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

FAILURE TO ACCOMMODATE PERCEIVED DISABILITY

(Cal. Gov. Code § 12900 et seq.)

(All Plaintiffs vs. All Defendants)

471. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 471.

472. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 472.

473. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 473.

474. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 474 of the Complaint and on that basis denies them.

475. Defendant denies the allegations in Paragraph 475.

476. Defendant denies the allegations in Paragraph 476.

477. Defendant denies the allegations in Paragraph 477.

478. Defendant denies the allegations in Paragraph 478.

479. Defendant denies the allegations in Paragraph 479.

480. Defendant denies the allegations in Paragraph 480.

481. Defendant denies the allegations in Paragraph 481.

482. Defendant denies the allegations in Paragraph 482.

483. Defendant denies the allegations in Paragraph 483.

484. Defendant denies the allegations in Paragraph 484.

485. Defendant denies the allegations in Paragraph 485.

COUNT FOURTEEN

HOSTILE WORK ENVIRONMENT / WORK ENVIRONMENT HARASSMENT

(Gov. Code §§ 12923, 12940(j))

(All Plaintiffs vs. All Defendants)

486. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 486.

487. Defendant denies the allegations in Paragraph 487.

488. Defendant denies the allegations in Paragraph 488.

489. Defendant denies the allegations in Paragraph 489.

490. Defendant denies the allegations in Paragraph 490.

491. Defendant denies the allegations in Paragraph 491.

COUNT FIFTEEN

**VIOLATION OF THE FREE EXERCISE CLAUSE OF THE FIRST AMENDMENT OF
THE U.S. CONSTITUTION**

(42 U.S.C. § 1983)

(Religious Plaintiffs vs. All Defendants)

492. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 492.

493. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 493.

494. Defendant denies the allegations in Paragraph 494..

495. This paragraph sets forth legal conclusions and questions of law to which no response is required. Defendant denies the remaining allegations in Paragraph 495.

496. Defendant denies the allegations in Paragraph 496.

497. Defendant denies the allegations in Paragraph 497.

498. Defendant denies the allegations in Paragraph 498.

499. Defendant denies the allegations in Paragraph 499.

COUNT SIXTEEN

VIOLATION OF THE FREE EXERCISE CLAUSE OF THE CALIFORNIA CONSTITUTION

(Article 1, Section 4)

(Religious Plaintiffs vs. All Defendants)

500. This paragraph sets forth conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 500.

501. Paragraph 501 sets forth legal conclusions and questions of law to which no response is required.

502. This paragraph sets forth legal conclusions and questions of law to which no response is required. To the extent a response is required, Defendant denies all allegations in Paragraph 502.

503. Defendant denies the allegations in Paragraph 503.

504. Defendant denies the allegations in Paragraph 504.

SEPARATE AND AFFIRMATIVE DEFENSES

Defendant hereby asserts the following separate and affirmative defenses to Plaintiffs' claims, without assuming the burden of proof on any issue for which Plaintiffs bear the burden of proof. Defendant further reserves the right to raise other defenses, affirmative or otherwise, that may become evident during discovery and during any other proceeding in this action. Defendant also reserves the right to amend and/or delete any affirmative defenses in the event that discovery indicates it may be appropriate to do so.

FIRST AFFIRMATIVE DEFENSE**(Failure to State a Claim)**

Plaintiffs fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE**(Statute of Limitations)**

To the extent Plaintiffs' claims are based on acts that occurred prior to any applicable statute of limitations, Plaintiffs' claims are barred by applicable statutes of limitations, including but not limited to those set forth in 42 U.S.C. § 2000-e-5, 42 U.S.C. § 12117, California Code of Civil Procedure §§ 338, 340, 342, and 343, and California Government Code §§ 12960 and 12965.

THIRD AFFIRMATIVE DEFENSE**(Failure to Exhaust Administrative and Contractual Remedies)**

To the extent Plaintiffs failed to exhaust their administrative or contractual remedies and/or failed to comply with the procedural prerequisites prior to bringing some or all of their claims, the Court lacks subject matter jurisdiction over such claims or such claims are otherwise barred.

FOURTH AFFIRMATIVE DEFENSE**(Claim Presentation)**

Plaintiffs' claims are barred to the extent they have failed to comply with the requirements of the California Government Claims Act as contained in California Government Code §§ 810, *et seq.*

FIFTH AFFIRMATIVE DEFENSE**(Undue Hardship)**

Plaintiffs' claims related to failure to accommodate and/or engage in the interactive process are barred on the grounds that granting Plaintiffs' requests for accommodations from the COVID-19 Vaccination Policy would have posed an undue hardship on Defendant.

SIXTH AFFIRMATIVE DEFENSE**(Reasonable Accommodations)**

Plaintiffs' claims related to failure to accommodate and/or engage in the interactive process are barred to the extent Plaintiffs' requested accommodations were not reasonable accommodations.

SEVENTH AFFIRMATIVE DEFENSE**(Direct Threat)**

Plaintiffs' claims under the ADA are barred to the extent that Plaintiffs who sought medical and/or disability-related exemptions from the COVID-19 Vaccination Policy were not qualified individuals under the ADA, because they posed a direct threat to the workplace and no reasonable accommodation would eliminate that threat.

EIGHTH AFFIRMATIVE DEFENSE**(Immunity, Qualified Immunity, and Privilege)**

Defendant asserts the various absolute and qualified immunities conferred upon it, either directly or indirectly, pursuant to the United States Constitution and the California Government Code and other applicable provisions of law, including but not limited to those contained in Division 3.6 of Title 1 of the California Government Code, such as agency immunity pursuant to Government Code §§ 815, 815.2, 818, 818.2, 818.8; immunity from liability for intentional torts pursuant to Government Code § 815.3; discretionary immunity pursuant to Government Code § 820.2; prosecutorial immunity pursuant to Government Code § 821.6; and other immunities pursuant to Government Code §§ 820.4 and 820.8, the United States Constitution, and the common and statutory law of the United States and the State of California.

NINTH AFFIRMATIVE DEFENSE**(No Ratification)**

To the extent Plaintiffs allege that any of Defendant's employees acted in an improper or illegal

manner, such conduct, if it occurred, was outside the course and scope of their employment, was not authorized, ratified, or condoned by Defendant, and was undertaken without the knowledge or consent of Defendant. Thus, Defendant is not liable for any such conduct, whether under the doctrine of *respondeat superior*, agency, or otherwise, if it occurred.

TENTH AFFIRMATIVE DEFENSE

(Legitimate Non-Discriminatory Reasons for Employment Decision)

Plaintiffs' claims are not actionable because the employment practices and/or decisions challenged in the Complaint are justified by legitimate, non-discriminatory reasons.

ELEVENTH AFFIRMATIVE DEFENSE

(Same Decision)

Defendant avers that even if some impermissible motive were a factor in any employment decision(s) concerning any Plaintiff, a claim that Defendant expressly denies, the same decision(s) would have been reached for legitimate business reasons.

TWELTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Without conceding that Plaintiffs have suffered any damages as a result of the purportedly wrongful acts of Defendant, Plaintiffs have failed to mitigate their damages.

THIRTEENTH AFFIRMATIVE DEFENSE

(Equitable Defenses)

To the extent applicable, Plaintiffs' claims may be barred, in whole or in part, by various equitable doctrines, including the doctrines of laches, estoppel, waiver, unclean hands, collateral estoppel, and/or res judicata.

FOURTEENTH AFFIRMATIVE DEFENSE

(Privileged Communication)

At all times and places alleged in the Complaint, Defendant's actions were privileged, including but not limited to that described in California Civil Code § 47, and/or justified under applicable law.

FIFTEENTH AFFIRMATIVE DEFENSE**(Preemption)**

Plaintiffs' claims are preempted in whole or in part by Section 301 of the Labor Management Relations Act (29 U.S.C. section 185(a)) to the extent that the resolution of such claims depends on interpretation of provisions of any and all collective bargaining agreements, side letters, or national agreements between Defendant and any labor organization.

SIXTEENTH AFFIRMATIVE DEFENSE**(After Acquired Evidence)**

Plaintiffs' causes of action are barred and/or their claims for damages are limited to the extent they engaged in any fraud or misconduct of which Defendant was unaware until after Plaintiffs filed suit, and which, if known, would have caused Plaintiffs, or any of them, to be terminated or not hired in the first place.

SEVENTEENTH AFFIRMATIVE DEFENSE**(Exclusive Remedy)**

The exclusive remedy for Plaintiffs' claims for damages for mental and/or emotional and/or physical injuries arising out of their employment is provided by the California Workers' Compensation Act, California Labor Code sections 3200, *et seq.*

EIGHTEENTH AFFIRMATIVE DEFENSE**(Failure to Participate in Interactive Process)**

Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs failed to participate in good faith, or at all, in an interactive process with Defendant regarding their purported need for a reasonable accommodation.

NINETEENTH AFFIRMATIVE DEFENSE**(Unable to Perform Essential Duties)**

1 Plaintiffs' claims are barred in whole or in part, to the extent that Plaintiffs, because of a
2 disability and/or medical condition, were unable to perform the essential duties of their positions with or
3 without reasonable accommodations.

4 **TWENTIETH AFFIRMATIVE DEFENSE**

5 **(No Punitive Damages)**

6 Plaintiffs cannot recover punitive damages against Defendant under Section 818 of the California
7 Government Code.

8 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

9 **(Set-Off/Prior Recoveries)**

10 If Plaintiffs are entitled to any recovery, which Defendant denies, Defendant is entitled to set off
11 any prior recoveries, compensation, or benefits Plaintiffs may have received in connection with the
12 injuries or claims identified in this case and/or any collateral sources, including but not limited to
13 reduction of Plaintiffs' recovery as provided for by California Government Code § 985.

14 **RESERVATION OF RIGHTS**

15 Defendant reserves the right to raise additional defenses as may be discovered during the course
16 of these proceedings. Defendant joins Plaintiffs in their request for a jury trial.

17 **WHEREFORE**, Defendant denies that Plaintiffs are entitled to any injunctive, declaratory, and
18 compensatory or monetary relief requested in their Prayer for Relief and Defendant prays for judgment
19 as follows:

- 20
- 21 1. That judgment be awarded for Defendant;
 - 22 2. That Plaintiffs' prayer for monetary damages and equitable relief be denied'
 - 23 3. That Plaintiffs take nothing by this action;
 - 24 4. That Defendant be awarded its costs of suit; and
 - 25 5. That the Court order such other and further relief for Defendant as the Court may deem
- 26 just and proper.

Dated: October 11, 2023

DAVID CHIU
City Attorney
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ADAM SHAPIRO
Deputy City Attorneys

By: /s/ Lauren E. Wood
LAUREN E. WOOD

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